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## The Solicitors' Journal and Weekly Reporter.

LONDON, APRIL 11, 1908.

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All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### The New Prime Minister.

THE SELECTION of Mr. ASQUITH for the office of Prime Minister is noteworthy in the history of the legal profession, inasmuch as it is the first instance since 1809 in which this dignity has been attained by one who had previously been a successful practitioner at the bar. Mr. SPENCER PERCEVAL, the second son of JOHN PERCEVAL, second Earl of Egmont, went to the bar and joined the Midland Circuit, where he was the friend and companion of Sir SAMUEL ROMILLY. In 1796 he became a King's Counsel. He subsequently entered Parliament, gave up practice in the King's Bench, and appeared only in the Court of Chancery. He was in succession Solicitor-General and Attorney-General, declined the Chief Justiceship of the Common Pleas with a peerage, and finally left the bar on his appointment as Chancellor of the Exchequer in 1807. On the reconstruction of the Cabinet in 1809 he became Prime Minister, and so remained until his tragic death by the hand of an assassin in 1812.

#### The Circuits of the Judges.

WE PRINTED last week the Order in Council establishing a new scheme for the dates of sittings on circuit, under which, we understand, it is anticipated that about ten of the judges of the King's Bench Division will always be available to remain in London. The scheme does not come into operation till next October. An examination of it shows that the desired result is obtained by altering the dates of the sittings on the different circuits so as to avoid a general rush of the judges out of town at the same time. Thus the summer assizes on the Oxford and Midland Circuits, the South-Eastern, and the South and North Wales Circuits are all to open on the 11th of May, somewhat earlier than hitherto, and the assizes on the Western, Northern, and North-Eastern Circuits will commence at the beginning of June. Changes have also been made in the order of some of the towns. Two judges will still attend at the larger towns, and these are placed last on the different circuits, namely, Nottingham, Stafford and Birmingham on the Oxford and Midland Circuits; Exeter, Winchester and Bristol on the Western; Chester and Swansea on the Welsh; Manchester and Liverpool on the Northern; and Newcastle Durham and Leeds on the North-Eastern. But York on this last circuit is now deprived of its second judge. The scheme does not contemplate the abandonment of any of the assize towns for

civil business, notwithstanding that at a good many of them such business is practically non-existent. In 1892 the Council of Judges found as follows:—"At 40 of the 56 [circuit towns] the average number [of civil causes] is so small that the sending of a judge, or the keeping of a judge there to try civil causes is a waste of judicial time, which is injurious to the due administration of the law." Accordingly a scheme was then proposed whereby civil causes would be tried at 18 only of the assize towns, and the remainder would be grouped under them. But this came to nothing, and the judges still sit for civil business at towns which provide an average of one case or less. However, if the present scheme realizes its promise of keeping ten judges always available in London for the work of the King's Bench Division, it will go far to atone for the anomalies of the circuit system.

#### The County Courts Bill.

THE COUNTY COURTS BILL which has been introduced in the House of Lords by the Lord Chancellor appears to be in the main the same as the Bill of last year. Its chief objects are to increase the jurisdiction by consent of the registrars, and to improve the position of judges as regards temporary disability and retirement. At present, under section 92 of the County Courts Act, 1888, the "registrar may, on the application of the parties, and by leave of the judge, hear and determine any disputed claim where the sum claimed or amount involved does not exceed £2." It is now proposed by clause 2 to extend this limit to £5 "where the registrar is either a district registrar of the High Court or the registrar of a court to which the provisions of this section may be applied by an order made by the Lord Chancellor"; but the Bill does not provide for conferring any compulsory jurisdiction on registrars, and the extended jurisdiction will not be exercisable by a registrar appointed after the Act who is a practising solicitor. Under clause 1 provision is made for the holding of additional courts at which the registrars may exercise jurisdiction though the judge is not present. The Act of 1888, by section 24, authorizes the allowance of a pension to a county court judge who resigns in consequence of permanent infirmity, but there is no provision for a pension when the retirement is due to old age. Clause 10 of the Bill proposes to extend the section to such a case, and to allow a retiring pension after twenty years' service. This will be limited, as under section 24, to two-thirds of the salary, and it is further provided that a disability pension under that section shall not exceed £500 in any case where the judge has served less than five years. Hitherto there has been no provision for the remuneration of a deputy judge appointed in consequence of a judge's illness. It is proposed by clause 11 to supply this omission and to enable the Treasury, on the recommendation of the Lord Chancellor, to allow the deputy such remuneration as they think fit. Last year's Bill authorized the creation of assistant judges in order to relieve the congested state of business in some of the larger courts. The present Bill does not repeat this proposal, though it would seem to be as much needed now as a year ago.

#### Stockbrokers and the Bank of England.

THE COURT of Appeal have affirmed (*Times*, 7th inst.) the judgment of A. T. LAWRENCE, J. (1907, 1 K. B. 889), in *Bank of England v. Cutler*, but not without a difference of opinion between the members of the court which raises a serious question whether the result, which presses hardly on stockbrokers, is really a necessary consequence of the recent decisions of the House of Lords in *Starkey v. Bank of England* (1903, A. C. 114) and *Sheffield Corporation v. Barclay* (1905, A. C. 392). The question in the present case related to the liability to the Bank of England of a stockbroker who puts forward a transfer of stock registered there, and attends to identify the transferor as the holder of the stock. If the person who purports to transfer is not in fact the stockholder, but the stockbroker believes that he is such, and identifies him as the stockholder accordingly, is the stockbroker liable to the bank for the loss due to the forged transfer? Where the transfer is effected by the stockbroker himself under a forged power of attorney, then *Starkey v. Bank of England* applies, and he is liable for a breach of warranty of authority. But the present case, though analogous to *Starkey's case*, depends rather upon the principle which governed *Sheffield Corporation v. Barclay*

(*supra*). There one who honestly claimed to be entitled under a transfer of Sheffield Corporation Stock, which was in fact forged, sent in the transfer and obtained the registration of himself as transferee by the corporation. It was held that, since the duty of the corporation in the matter was merely ministerial, and since the transferee had requested them to transfer the stock, and had thereby caused them to incur liability to the real holder, he was bound to indemnify the corporation. The stockbroker in the present case was within this principle if it could be shewn that he had requested the bank to register the transfer by the personator of the true stockholder, and thus the question was whether his part in the transaction placed him in the position of a person calling for a transfer, or simply in the position of an identifier of the transferor. It was held by A. T. LAWRENCE, J., that the various acts done by the stockbroker—the preparing the "ticket," taking it to the bank, paying an expedition fee, and attending to identify the transferor—constituted a request to permit the transfer, and that he was liable. In this result the majority of the Court of Appeal (FARWELL and KENNEDY, L.J.J.) have agreed. VAUGHAN WILLIAMS, L.J., on the other hand, held, in an elaborate judgment, that the stockbroker was no more than a witness brought into the transaction for the convenience of the bank, and that, his evidence of identity being honest, the responsibility for acting on it was on the bank. There is a good deal to be said for this view, which probably represents the practical justice of the case, but it seems very doubtful whether it will prevail in the event of a further appeal.

#### Denunciation of Motor-cars by a French Judge.

MOTOR-CARS are not always regarded with favour in France, and there is strong evidence of this unpopularity in the judgment of one of the inferior courts from which an appeal was recently brought to the Seventh Chamber of the Tribunal of the Seine. A collision having taken place between a motor-car belonging to a French nobleman and an ambulance cart, the owner of the motor-car brought an action to recover a small sum as damages for the injury to his vehicle before the justice of the peace having jurisdiction over the matter. The formal judgment from which the appeal was brought was as follows: "Having regard to the fact that all Parisians, including those who are and those who are not familiar with the police regulations, move aside, give a respectful salute where necessary, and make room for the passage of funeral processions and ambulance carts; and considering that an ambulance cart ought especially to be avoided by other vehicles inasmuch as it carries, or may possibly carry, a human being whose life may be sacrificed by the slightest vibration caused by a collision or by the least shock to his nervous system; and considering that the ambulance vehicle is always known by the ringing of its bell and by its flag, anyone worthy of the name of a man ought to disregard his own affairs and make room for the ambulance; and considering that if it be allowed that the manufacture of motor-cars is essentially a French industry, and on that account one of particular interest, it must, unfortunately, be admitted that in France especially the owners of motor-cars regard nothing with respect, and often crush down everything which they encounter; and considering that if in the crazy races in which they indulge they risk their own lives, they cannot, at any rate, be allowed to sacrifice the lives of their fellow creatures." The result of these conclusions was that the action was dismissed. The judgment on appeal is certainly more concise, and appears to have more regard to the facts of the case than the above general propositions. It is as follows: "Considering that it must be taken to be proved that the ambulance cart turned sharply to the left without giving the least warning of this movement; that the chauffeur, taken by surprise, was wholly unable to avoid a collision caused by the negligence of the driver of the cart who was in the employment of the defendant: for these reasons the judgment under appeal is reversed, and the defendant is ordered to pay 160 francs as damages." We can detect in the brevity of this judgment a temperate rebuke of the florid excursions of the judge whose decision is reversed.

#### The Court of Criminal Appeal.

THE TIME is rapidly approaching for the first sittings of the new Court of Criminal Appeal, but it is not easy to form any conjecture as to the amount of business which will be transacted



by this court and how far it will interfere with the ordinary work of the King's Bench Division. Those who have been accustomed to predict that the change in the law will so far increase the duties of our judges as to make it necessary that their number shall be increased draw attention to the extensive right of appeal which is now possessed by persons convicted on indictment—a right which is absolute when the ground of appeal is a question of law, and which, where questions of fact are involved, is subject only to the certificate of the judge at the trial that the case is fit for appeal, and which allows them, in every case, to apply to the court for special leave to appeal. They argue that the prisoner has in most cases every inducement to carry the case further. He may hope to be admitted to bail pending the determination of his appeal, and even when in custody he has a right to be present at the hearing of this appeal. It is added that many prisoners will readily take any step which they may think will even in a slight degree add to the difficulty of their final conviction and punishment. We are disposed to think that there will be an appeal, as a matter of course, in the case of every conviction involving sentence of death or corporal punishment, but with regard to many other convictions, the fact that the Court of Appeal, after hearing the case, may substitute for the sentence passed at the trial a sentence which is more severe, may to some extent act as a check to the desire to appeal. In a large number of the cases which depend on issues of fact the evidence will be quickly perused and the sentence affirmed. The class of cases which are known as "Long Firm Frauds" may involve some labour, but this labour will be materially lightened by the long experience of most of the judges constituting the court.

#### The Domicil of a Motor-car.

TWO QUESTIONS concerning motor-cars came before Mr. Justice EVELL in *Re Dennis* on the 1st of April. The first question was whether a motor-car is a carriage—that is, whether a motor-car will pass under a bequest of carriages. The same point seems to have been before Mr. Justice WARRINGTON in a recent case which is not reported, and he decided it in the affirmative. There seems to be no reason, etymological or otherwise, why a motor-car should not be a carriage, and so Mr. Justice EVELL held. The second question was whether a motor-car belonged to a particular residence. The testator had two residences, one in Denbighshire and one in Cornwall. A few weeks before his death, and after he had made his will, he purchased a six-cylinder Napier car, which he kept in a garage at the Denbigh residence. Shortly afterwards he motored in the car from Denbigh to his Cornish residence, and on the way caught a chill and died there. By his will he bequeathed all his carriages "at or about or belonging" to his Denbigh residence at his death to his eldest son, and all his carriages at or about or belonging to his Cornwall residence to his younger son. The question, therefore, arose whether the motor-car belonged to his Denbigh residence or his Cornish residence. The court held, as we venture to think, in accordance with common sense, that the car "belonged" to the Denbigh residence. The fact that there was no suitable accommodation for the car at the Cornish residence, while there was a proper garage at the Denbigh one, pointed almost conclusively to the domicil of the car being at the latter place. Further, the fact that the car was taken back to Denbigh shortly after the testator's death seems to clearly shew that there was an *animus revertendi*.

#### Agricultural Fences.

IN A paragraph in the agricultural columns of the *Times* it is said that there are few more fruitful causes of ill-feeling between neighbouring owners or occupiers of land than the erection and repair of boundary fences. A fair division of the responsibilities is often agreed upon, and where the land on either side of the boundary is used for similar purposes, whether grazing or arable, difficulties do not arise. But there are numerous instances in which the boundary fence is a constant bone of contention; and although the law as to the liability of a stock owner for damage inflicted by his animals upon the property of another is explicit enough, real hardships do sometimes result, not only on account of a misinterpretation by the parties of their respective obligations, but oftener in consequence of their dilatoriness in carrying them out. With regard to the law referred to in the above-

mentioned paragraph, it is tolerably well known that every man's ground is supposed to be fenced or enclosed, and is called a "close" whether actually enclosed or not. At common law the owners of adjoining closes are not bound to fence either against, or for the benefit of, each other, but in the absence of fences each owner is bound to prevent his cattle or other animals from trespassing upon his neighbour's premises. By prescription, however, a landowner may be bound to maintain a fence upon his land for the benefit of the occupier of the adjoining close, and the party bound by prescription is answerable to the owner for whose benefit the fence is to be maintained for all damage reasonably attributable to its defective condition. The importance of suitable fences for the purpose of defining and protecting the boundaries of fields is so great that it seems strange that the statute law of England has not made them the subject of some general provision. An example is offered by Scotland, where by the Act of 1861, c. 41, the proprietor of land may compel the contemnerous proprietor to bear with him half the expense of a mutual fence or enclosure, and in the same manner fences once made may be kept in repair at the mutual expense of the parties.

#### Obscene Prints and Literature.

WE READ that a committee of both Houses of Parliament has been appointed to consider and inquire into the law as to indecent literature and pictures and advertisements. Complaint has been made that indecent advertisements are sent through the post, and are found in the columns of the lower class of newspapers. The law as to these publications has remained practically unaltered since the passing of Lord CAMPBELL'S Act in 1857. There was then some opposition to the extension of summary procedure for the purpose of suppressing the traffic in indecent literature and pictures, mainly on the ground that the common law as it stood was strong enough to deal with such offences. A humorous speech by the aged Lord LYNCHBURST went still further, and suggested that it was difficult to put an interpretation on the word "obscene," and that the extensive powers sought to be conferred upon the police might lead to arbitrary and vexatious searches among the prints sold by respectable shopkeepers and volumes of circulating libraries. But there is every reason to believe that Lord LYNCHBURST had no serious objection to the measure, which had afterwards considerable effect in putting an end to the sale of indecent literature in a particular street, the name of which had become of evil reputation. The recommendations of the new committee are not likely to encounter more difficulty than the reforms proposed in 1857, and we shall be surprised if they are not readily adopted by both Houses of Parliament.

#### Uncertainty of Charitable Gift.

IN THE case of *Weir v. Crum Brown*, decided by the House of Lords on appeal from the Court of Session, Scotland, on the 6th of February, the question was whether a charitable bequest was to be treated as void for uncertainty. The bequest was of an unusual kind. Its object, according to the will, was to benefit persons who had shewn "practical sympathy in the pursuits of science." These words were subjected to a vigorous criticism. What is science, it was asked, and how are we to know its bounds? What is sympathy in the pursuits of science, and when and how does it become practical? What are pursuits of science in the plural as distinguished from pursuit in the singular? Their lordships were of opinion that very few charitable bequests could survive the ordeal of a construction such as was suggested. All that could be required was that the description of the class to be benefited should be sufficiently certain to enable men of common sense to carry out the expressed wishes of the testator, and there was nothing to show that this could not be done. We cannot but believe that all students of the law will approve of this decision.

#### Criminal Appeal Cases in the Privy Council.

LEAVE is rarely given by the Judicial Committee of the Privy Council to appeal from the decisions of colonial courts in criminal cases; and several unsuccessful applications for leave to appeal have recently been made. Within the last fortnight, however, two applications of the kind have been successful (*Times*, 1st and 3rd April). In *Loku Nona v. The King* the appeal was from the Supreme Court of Ceylon in its criminal jurisdiction, the appellants

having been convicted on a charge of murder. The chief evidence was that of a native Cingalese girl, aged fourteen, whose veracity, apparently, was doubtful. In *Bouhn v. The King* the appellant had been convicted by the Supreme Court of the Straits Settlements on a charge of importing opium in contravention of a local ordinance. The prosecution had been instituted at the instance of the opium farmer at Singapore against the appellant, the master of a North German Lloyd steamer. The ground of appeal was that the appellant had taken all reasonable precautions against opium being improperly imported in his ship, and did not, in fact, know that the opium in question was on board; he, therefore, contended that no offence had been committed.

#### Penalty for Selling Goods under a False Trade Description.

THE CONVICTION by a metropolitan police magistrate of the manager of a shop in Regent-street for selling as "Irish lace" a blouse which was manufactured in France may cause some surprise among many persons who are not fully acquainted with the development of our criminal law and have been accustomed to think that a charge of false pretences could only be determined by a judge and jury. But the Merchandise Marks Act, 1887, makes any person who applies any false trade description to goods liable, on summary conviction, to fine or imprisonment, unless he proves that he acted without intention to defraud; and such person is equally liable when he exposes for sale goods to which a false trade description is applied, unless he proves that, having taken all reasonable precautions against committing an offence under the Act, he had, at the time of the commission of the alleged offence, no reason to suspect the genuineness of the description. The stringency of these provisions is shewn by the fact that evidence which would *prima facie* subject a vendor of goods to its penalties is day after day given in actions for the breach of a contract of sale.

#### Territorial Feuds.

THE CHRONICLES of the criminal courts often furnish illustrations of that spirit of rivalry which is generally the foundation of warfare between nations and states. Five young men, the sons of respectable farmers at Quimper, in France, have just been sentenced by the court of assizes to terms of imprisonment for a murderous attack upon several youths of their own age, two of whom did not long survive the injuries they sustained. The attack was premeditated, and the sole reason for it was that the assailants and their victims belonged to different communes—the minor divisions of the French territory. It will be in the recollection of most persons who have read reports of deeds of violence perpetrated by "hooligans" in the North-east of London that their attacks were in many cases directed against young men who belonged to a different neighbourhood. We trust that similar aggressions, which have long ceased to derive any support from public opinion, may continue to be subjected to the utmost penalties of the law.

## Contingent Remainder or Executory Devise.

THAT after nearly fifty years' uninterrupted enjoyment of a large country estate, twice meanwhile disentailed and resettled, by three generations of a family, that family should now be dispossessed by a claimant, himself born thirty-five years ago, solely because in the year 1859 there was not "a particular estate of freehold to support a contingent remainder," is a remarkable illustration of the strictness with which the court will apply the rules and principles which, even in these days, govern the succession and devolution of real estate. Such, however, was the conclusion to which the court came on an exhaustive review of the authorities by Mr. Justice PARKER, in a case of *White v. Summers* in which judgment was delivered on the 6th inst.

By his will, dated the 21st of August, 1846, WILLIAM BOWEN devised certain real estate, of which he died seized, to the use of JOHN BOWEN and his assigns for life, and after his decease to the use of the first and every other son of the body of the said JOHN

BOWEN successively according to their seniorities in tail male; and in default of such issue, to the use of the eldest or other son of the body of JAMES SUMMERS who should first attain, or have attained, the age of twenty-one years, successively according to their seniorities in tail male; and in default of such issue, to the use of FRANCES SUMMERS, daughter of the said JAMES SUMMERS, and her assigns during her life, and after her decease to the use of the first and every other son of the body of the said FRANCES SUMMERS successively according to their seniorities in tail male, with divers remainders over. The testator, WILLIAM BOWEN, died in the year 1847, and on the testator's death JOHN BOWEN entered into possession of the settled estates, and remained in possession until 1859, when he died without ever having had any issue born alive.

At the time of the death of JOHN BOWEN, no son of JAMES SUMMERS had attained twenty-one, his eldest son, JAMES BOWEN SUMMERS, having been born in 1848. Mr. JAMES SUMMERS went into possession, purporting to do so on behalf of his infant son. On attaining his majority, in 1869, JAMES BOWEN SUMMERS himself entered into possession, and he remained in possession until his death in 1879, when his son SUTTON SUMMERS took possession, and he has remained in possession ever since. At the death of JOHN BOWEN in 1859, as above, FRANCES SUMMERS was living. She died in 1906, without ever having been in possession or receipt of the rents and profits of the property, leaving a son, the plaintiff in the present action, born in 1873, the first of her sons who attained the age of twenty-one years.

In the year 1907 the plaintiff commenced an action against the above-named SUTTON SUMMERS, claiming possession of the property, and mesne profits from the death of his mother, FRANCES SUMMERS. The Statutes of Limitation had, of course, long run against any claim by FRANCES SUMMERS, but, inasmuch as she was the person within the provisions of 37 & 38 Vict. c. 57, s. 2, last entitled to the particular life estate on which the future estate in favour of the plaintiff was expectant, and she had not been in possession or receipt of the rents and profits at the time when her interest determined, the plaintiff had six years after her death in 1906, when his estate became vested in possession, within which to bring his action for recovery of the land: *Re Devon Settled Estates* (1896, 2 Ch. 562).

The Contingent Remainders Act, 1877, did not apply, as that statute relates only to contingent remainders created by any instruments executed after the 2nd of August, 1877, or by a will or codicil revived or republished by any will or codicil executed after that date. Nor was there any outstanding legal estate or term in the property so as to afford any reliance on the ruling in *Ashley v. Micklethwait* (15 Ch. Div. 59) that equitable contingent remainders are not liable to be defeated by the failure of the particular estate. Nor could any help be obtained for the defendant from section 8 of the Real Property Act, 1845, which only protects a contingent remainder against the failure of a preceding estate of freehold in the three specified cases of forfeiture, surrender, or merger; and, after an exhaustive review of the authorities, PARKER, J., held that the devise to the first son of JAMES SUMMERS who should attain twenty-one must be taken to be a contingent remainder, and not an executory devise, and that, consequently, as there was not on the death of JOHN BOWEN in 1859 a particular estate of freehold to support it, and no son of JAMES SUMMERS had then attained twenty-one, that contingent remainder failed, and the devise of a life estate to FRANCES SUMMERS took immediate effect on JOHN BOWEN's death, so that, under section 2 of the Real Property Limitation Act, 1874, the present plaintiff became entitled in possession on her death, and having brought his action within six years from 1906, was entitled to judgment in his favour.

It was strenuously contended on behalf of the defendant that the gift in WILLIAM BOWEN's will to the first son of JAMES SUMMERS was, as were also the subsequent limitations, by way of executory devise and not of contingent remainder, and that all such devises were void for remoteness, so that the plaintiff's claim was ousted by the possession since 1859 of the defendant and his predecessors in occupation, and for this much reliance was placed on *Battie Wrightson v. Thomas* (1904, 2 Ch. 95), a



decision of the Court of Appeal, subsequently compromised on appeal to the House of Lords. For this contention it would have been necessary to find a clear intention in the testator's will to which effect could only be given by reading the gift as an executory devise, for the rule is still that a limitation must take effect as a contingent remainder if it can possibly do so (Ferne on Contingent Remainders, 10th ed., vol. 1, pp. 386, 395); and, in dealing with legal limitations, it is not sufficient to rely on ambiguous expressions in the will. In the present case PARKER, J., held that on the true construction of the will the testator, with the legal omniscience which must be imputed to all testators, intended that the devise in question should in all events take effect on the determination of the prior limitation, and that there was not shewn in the will an intention to dispose of the property in a manner inconsistent with contingent remainders and necessarily involving the creation of executory devises. The contingent remainder in favour of the first son of JAMES SUMMERS who should attain twenty-one consequently failed, and judgment was given in favour of the plaintiff.

Any sympathy naturally felt for the defendant may fairly be qualified by the reflection that, for no less than forty-five years prior to 1906, his father or himself have actually enjoyed, and cannot now be required to repay or account for, the entire rents and profits of a large property which, on the above ruling, never belonged to either of them, but to the mother, now deceased, of the successful plaintiff.

## Disclaimers under Section 15 of the Trade-Marks Act, 1905.

THE system of compulsory disclaimers in reference to the registration of Trade-Marks, the working of which was most unsatisfactory, and often inflicted great hardship on Trade-Mark owners, finds no place in the Trade-Marks Act, 1905, but in lieu thereof section 15 was enacted, which provides that "If a Trade-Mark contains parts not separately registered by the proprietor as Trade-Marks, or if it contains matter common to the trade or otherwise of a non-distinctive character, the Registrar, or the Board of Trade, or the Court, in deciding whether such Trade-Mark shall be entered or shall remain upon the Register, may require as a condition of its being upon the Register that the proprietor shall disclaim any right to the exclusive use of any part or parts of such Trade-Mark, or of all or any portion of such matter, to the exclusive use of which they hold him not to be entitled, or that he shall make such other disclaimer as they may consider needful for the purpose of defining his rights under such registration."

This section, which it will be observed gives a discretionary power of imposing a disclaimer to the Registrar, the Board of Trade, or the Court, as the case may be, recently came under the consideration of Mr. Justice EVELL in an application by Albert Baker & Co. to register a Trade-Mark. This Trade-Mark was a composite or combination Trade-Mark, containing as one of its elements the letters A, B, C. It was part of the case of the applicants that these letters exclusively indicated their goods in the tobacco trade. Mr. Justice EVELL held that they had failed to establish this, and that, on the evidence, the letters were common to the trade, or rather open to the trade to use.

The opponents of the registration contended, mainly on the ground of a concurrent user of the letters by themselves, that registration ought to be refused, but that if it were allowed the Court ought to compel a disclaimer of the right to the exclusive use of the letters under section 15; and they urged that whenever an applicant for registration puts forward a claim to a monopoly and fails, a disclaimer ought always to be required as a condition of allowing registration. Mr. Justice EVELL, however, overruling all the objections, allowed the registration to proceed without requiring a disclaimer. In the course of his judgment he said: "Under the present Act disclaimer is no longer compulsory, and the question whether there is to be a disclaimer or not rests with the Registrar, Board of Trade, or the Court. The first observation which it occurs to me to make is, that the object of the

Legislature was to relieve traders from the necessity of disclaiming, and I think it follows from this that the condition is one for the imposition of which some good reason ought to be established, rather than one which ought to be imposed unless some good reason to the contrary is made out. This conclusion is, I think, fortified by the frame of the section, which is in an enabling form, empowering the tribunal to impose the condition, a power which I conclude the tribunal would only exercise for good cause shown." And after considering certain cases decided under the previous Statute, the learned judge said: "I do not think, therefore, that there is any authority which compels me to hold that, whenever a claim to monopoly is put forward, I ought to impose the condition of a disclaimer, and, in the absence of such authority, I think I should be doing wrong to adopt or lay down such a rule. In the present case I have to deal with a state of facts upon which a claim to monopoly might be, and I have no doubt has been, put forward and asserted with perfect good faith. Continuously for eleven years and more prior to the date of the application, the Mark sought to be registered has been very largely used, and during that period the applicants have had no notice or knowledge that any other person was using any part of the combination which makes up the Mark, and no complaint, mistake, or confusion has ever been made or arisen in relation thereto. Under all these circumstances, I think I should not only be inflicting an unnecessary hardship on the applicants were I to exercise my discretion by imposing on them a condition requiring them to disclaim any part of their combination, but I should also be establishing a precedent that, whenever a claim to monopoly is put forward and fails, the condition of disclaimer ought to be imposed; and, as I have already said, I am not prepared to adopt any such rule."

This decision appears to us, if we may say so, to be entirely right; and it ought to be followed, and we feel sure that it will be followed, as it is entirely in conformity with the intentions of the Legislature. Disclaimers under the section are intended to be the exception and not the rule, and ought only to be resorted to when the Mark without a disclaimer could be fraudulently or unfairly used. In considering this question, it ought to be borne in mind that section 39 of the Act only gives to the proprietor of a Trade-Mark the exclusive right to the use of "such Trade-Mark," and not to the separate elements of which the Trade-Mark is composed or any of them.

## A Strong Administrative Order.

By E. H. PICKERSGILL, M.P.

A CASE just decided by the Court of Appeal, *Re v. Local Government Board, Ex parte South Stoneham Union*, sounds like an echo of the old controversies between the Poor Law Commissioners appointed under the Poor Law Amendment Act, 1834, and the many parishes or combinations of parishes which, previous to the passing of that statute, had procured local Acts of Parliament for the better management of the poor, or had availed themselves of Gilbert's Act or one of the other general Acts which enabled parishes to contract themselves out of the ordinary law.

The main object of the commissioners in superseding the local Acts was to secure uniformity of administration. Prior to 1865, while each parish, even in union, was still separately chargeable with the maintenance of its own poor, the effect on rates of a regrouping of parishes was comparatively unimportant; but after the passing of the Union Chargeability Act, 1865, this result became a great, and sometimes a governing, consideration in resisting an alteration of areas. Apparently it was so in the recent case, in which the Court of Appeal, after deciding against the objecting union on the main issue, quashed the order of the Local Government Board on a subsidiary and, so to say, accidental point.

The facts were as follows: Under a local Act, passed in 1773, six parishes in Southampton (one of which, St. Mary's, now contains a population of upwards of 20,000) were combined into a union. The order of the Local Government Board dissolved this union and united the constituent parishes with two other parishes (separated from another union) to form a new union coterminous with the town of Southampton. The order purported to be made under section 11 of the Divided Parishes Act, 1876, which empowers the Local Government Board to dissolve any union, "whether formed under the Poor Law Amendment Act, 1834, or otherwise." It was objected that the dissolution of the union, which involved the repeal of the local Act,

could only be effected in accordance with section 2 of the Poor Law Amendment Act, 1867, which empowers the Local Government Board, with the consent of guardians, to repeal a local Act by a Provisional Order, to be confirmed by Parliament. But the Court of Appeal held, BUCKLEY, L.J., dissenting, that the words of section 11 of the Act of 1876, the generality of which was manifest, could not be cut down so as to make the section apply only to unions formed under the Poor Law Amendment Act, 1834, or under Gilbert's Act. The Master of the Rolls, in delivering judgment, said: "I am fully alive to the strange consequences which thus follow from the act of a Government Department. The corporation created by the Act of 1773 is not dissolved, but the whole principles of rating which have been in force for 135 years are altered by a stroke of the pen, to the grievous prejudice, it may be, of many of the ratepayers of the district."

It may be mentioned that it is the usual practice of the Local Government Board in similar cases to proceed by Provisional Order, confirmed by Parliament, in accordance with section 2 of the Poor Law Amendment Act, 1867. This was done in the case of the Bury St. Edmunds incorporation by the Local Government Board's Provisional Orders Confirmation (Poor Law) Act, 1906 (c. cvii), repealing the local Act 21 Geo. 2, c. 21. Indeed in this very Southampton case the Local Government Board had first attempted to repeal the local Act, in May, 1905, by Provisional Order, but they dropped their order on its going before a Committee of the House of Commons for confirmation, because the guardians had secured the insertion of an amendment to which the Board objected. It may be added that there are still about a dozen places in which there are guardians under local Acts having the management and relief of the poor.

The incidental point on which the order in the Southampton case was quashed by the Court of Appeal is not without interest. As has been stated, St. Mary's, one of the parishes included in the proposed union, contains a population exceeding 20,000. And it is provided by section 64 of the Poor Law Amendment Act, 1844, that "when the relief of the poor has been hitherto administered in any parish by guardians appointed under a local Act, and not by overseers of the poor, if such parish contain more than 20,000 persons," it may not be united with any other parish for the administration of the laws for the relief of the poor without the consent of two-thirds of the guardians. This provision in favour of large parishes was enacted in consequence of a decision in 1837—*R. v. Poor Law Commissioners, In the Matter of the Whitechapel Union* (6 A. & E. 34), that section 26 of the Poor Law Amendment Act, 1834, authorized the inclusion of a parish in a union notwithstanding that it had a local Act.

## Reviews.

### Common Law.

A SELECTION OF LEADING CASES IN THE COMMON LAW. WITH NOTES. By WALTER SHIRLEY SHIRLEY, Barrister-at-Law. EIGHTH EDITION. By RICHARD WATSON, LL.B. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

Originally this was a students' manual, the leading cases being so stated as to be calculated to arrest the attention and interest, while instructing the nascent legal intelligence. It appears to be the fate of such books to appeal in course of time to a wider audience and to cater also for the wants of the practitioner; and while the statement of the leading cases still occupies with regard to ordinary reports the position of the *Daily Mail*, say, to the *Times*, the notes have been carefully compiled so as to put student and practitioner alike upon the track of recent decisions. This is so, for instance, with the notes to the series of leading cases given on the authority of a wife to pledge her husband's credit; with the notes to *Collen v. Wright* (8 E. & B. 647), on the liability of an agent for a misrepresentation as to his authority; and to *Irons v. Smallpiece* (2 B. & A. 551), on the necessity of either a deed or delivery for the validity of the gift of a chattel, a matter on which the judgment of Fry, L.J., in *Cochrane v. Moore* (25 Q. B. D. 57) is now the leading authority. In respect of ancient lights the case of *Yates v. Jack* (1 Ch. 295) has been properly replaced as a leading case by *Colls v. Home and Colonial Stores* (1904, A. C. 179); but it is not apparent why *Whitcombe v. Whitling* (2 Dougl. 181), on acknowledgment by a joint contractor, has been retained, seeing that it has been obsolete ever since the Mercantile Law Amendment Act, 1856. The book is a useful collection of authorities on the common law in not too severe a form.

### Bankruptcy.

THE PRINCIPLES OF BANKRUPTCY: EMBODYING THE BANKRUPTCY ACTS, 1883 AND 1890, AND THE LEADING CASES THEREON; PART OF THE DEBTORS ACT, 1869; THE BANKRUPTCY APPEALS (COUNTY COURTS) ACT, 1884; THE BANKRUPTCY (DISCHARGE

AND CLOSURE) ACT, 1887; THE PREFERENTIAL PAYMENTS IN BANKRUPTCY ACTS, 1888 AND 1897; THE LEADING CASES ON BILLS OF SALE. WITH AN APPENDIX CONTAINING THE SCHEDULES TO THE BANKRUPTCY ACT, 1883; THE BANKRUPTCY RULES, 1886 TO 1905; THE RULES AS TO THE COMMITMENT OF JUDGMENT DEBTORS, AND AS TO ADMINISTRATION ORDERS; REGULATIONS ISSUED BY THE BANKRUPTCY JUDGE; A SCALE OF COSTS, FEES, AND PERCENTAGES; THE BILLS OF SALE ACTS, 1878, 1883, 1890, AND 1891, AND THE RULES THEREUNDER; THE DEEDS OF ARRANGEMENT ACT, 1887, AND THE RULES THEREUNDER. By RICHARD RINGWOOD, M.A., Barrister-at-Law. TENTH EDITION. Stevens & Haynes.

This work is intended chiefly for the use of law students and candidates for accountants' examinations, and the appearance of so many editions indicates that it has supplied a want. It is written in a clear and concise style, and presents the law of bankruptcy and of bills of sale in a manner suited either for study or for reference. The leading provisions of the Bankruptcy Acts themselves are incorporated in the text, where the course of a bankruptcy is traced in successive chapters from the receiving order to discharge; while the rules, with the Deeds of Arrangement Act, 1887, and Bills of Sale Acts, are printed in the Appendix. The effect of the chief authorities is conveniently stated and references given to them, as at p. 82 on the right of re-entry under a building agreement on the bankruptcy of the builder; at p. 90 on the avoidance of voluntary settlements under section 47 of the Bankruptcy Act, 1883, and at p. 182 on the bankrupt's power of disposition over after-acquired property. This edition incorporates a considerable number of additional cases, but the size of the book has not been materially increased.

### The Final Examination.

THE STUDENT'S DIGEST: CONTAINING THE QUESTIONS SET AT THE FINAL (PASS) EXAMINATIONS OF THE LAW SOCIETY IN RECENT YEARS ON ALL THE SUBJECTS, TOGETHER WITH ANSWERS THERETO, AND INTENDED AS A REVISION GUIDE FOR FINAL STUDENTS. By ALBERT GIBSON, ARTHUR WELDON, and H. GIBSON RIVINGTON, M.A. FOURTH EDITION. The "Law Notes" Publishing Office.

This edition of the Final Revision Guide contains all the questions set at the Final Examination from 1903 to 1907. The questions are arranged under four main heads—Part I., The Law and Practice of Conveyancing; Part II., The Principles of Equity; Part III., Common Law, Practice, and Bankruptcy; and Part IV., Probate and other matters—with numerous sub-headings. The text of the book consists solely of the questions with suitable answers, and a student who takes the trouble first to frame his own answers, and then compare them with the answers in the book, will derive great benefit. Moreover, since the questions are in many cases not mere text-book questions, but inquiries as to the course to be adopted or the advice to be given under stated circumstances, this exercise will be a valuable preparation for the actual examination. The answers are concise and practical, and give references to the more important cases, as, for instance, on p. 59, where the chief recent decisions on sales under compound settlements—*Re Wimborne and Brown* (1904, 1 Ch. 537) and others—are noted.

### Books of the Week.

The Law of Nuisances. By EDMUND W. GARRETT, M.A. (Cantab.), Metropolitan Police Magistrate, and HENRY G. GARRETT, Solicitor. Third Edition. Butterworth & Co.

District Councils: A Concise Guide to their Powers and Duties. By H. D. CORNISH, B.A., Barrister-at-Law. Stevens & Sons (Limited).

Shaw's Manual of the Vaccination Law, containing the Vaccination Acts, 1867, 1871, 1874, 1898 and 1907; the Vaccination Orders, 1898, 1899, 1905 and 1907; and the Instructional Circulars and Memoranda issued by the Local Government Board; with Introduction, Notes and Index. By JOHN LITHBIBY, C.B., LL.B., Barrister-at-Law. Eighth Edition. Butterworth & Co.; Shaw & Sons.

Mozley and Whiteley's Law Dictionary. Third Edition. By LEONARD H. WEST, LL.D., and F. G. NEAVE, LL.D., Solicitor. Butterworth & Co.

Justinian's Digest (Book 20), with an English Translation and an Essay on the Law of Mortgage in the Roman Law. By T. C. JACKSON, B.A., LL.B. (Lond.), Barrister-at-Law. Sweet & Maxwell (Limited).

Workmen's Compensation Cases. Vol. IX., being Reports of Cases Decided under the Workmen's Compensation Acts during the period September, 1906, to August, 1907. Edited by the late R. M. MINTON-SENHOUSE, Esq., Barrister-at-Law, and His Honour Judge RUEGG, K.C., and F. J. COLTMAN, Esq., Barrister-at-Law. Butterworth & Co.



The Statute Law Relating to Patents of Invention and Registration of Designs, with an Introduction and Synopsis. By J. W. GORDON, Barrister-at-Law. Jordan & Sons (Limited).

The Law of Limited Partnerships under the Limited Partnerships Act, 1907, with the Rules, Forms, and Scale of Fees Thereunder and a Model Form of Partnership Agreement. By D. G. HEMMANT, Barrister-at-Law. Jordan & Sons (Limited).

## Correspondence.

### Reconstruction Schemes.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have read several times the judgment of Buckley, L.J., in *Bigood v. Henderson's Transvaal Estates (Limited)* reported (apparently verbatim) in the *Times* of the 4th inst., and (no doubt in common with many of your readers), I find great difficulty in accepting what the learned Lord Justice evidently considers the radical difference between a sale by a company under a clause of its memorandum of association and a sale by a company under section 161.

With the greatest deference to the learned judge, I am afraid that the distinction he draws is absolutely misconceived and unwarranted by the statute or by the ordinary law.

No liquidator would, under any circumstances, be advised to hand over the assets to shareholders before the creditors of the company had been paid, and if my view be sound that a liquidator could not do this, the following passage in the Lord Justice's judgment is absolutely unsupportable, as there is nothing in section 161 which supports the passage in the judgment:—

"And the creditor is injured, for the distribution of the shares direct to the members before the debts are paid leaves the creditor with nothing to look to but such part of the assets, if any, as goes to non-assenting members. Under section 161 the creditor can stop the sale under the last words of the section; under the memorandum of association he cannot. Moreover, if the creditor resorts, as he naturally will in the first instance to the last mentioned assets, the non-assenting members will see those swept away by the creditors, while the assenting members have received and gone away with their shares. All this is wholly at variance with the right of the member who is not minded to take the new shares with the liability upon them. His right is to have the assets, including the shares in the new company, realized and applied, first in payment of the debts, and then to have his proportionate share of the balance."

I do not see how a sale under the memorandum can give him any further right than that expressed in this last sentence.

52, Coleman-street, E.C., April 7.

E. T. HARGRAVES.

## Points to be Noted.

### Company Law.

**Director—Qualification Shares in Another Company Provided by Company—Right to Remuneration.**—The Dover Co. held shares in the Kent Co. The Dover Co. wished one of its directors to be a director of the Kent Co., so it transferred into his name enough of the Kent Co.'s shares to qualify him as a director of that company. He became a director of it, and earned certain remuneration payable under its articles of association. The Court of Appeal, affirming the decision of Warrington, J., held that the remuneration was received not by virtue of the shares in, but by virtue of a separate contract with, the Kent Co., and that the director was entitled to retain the money for his own benefit—*RE DOVER COALFIELD EXTENSION, (LIMITED)* (Cosens-Hardy, M.R., Fletcher Moulton and Farwell, L.J.J., Nov. 7, 1907) (1908, 1 Ch. 65).

**Meeting of Shareholders—Notice of Meeting—Benefits to Officers—Altering Articles.**—A company which wished to alter its articles of association, or, rather, to have a new set, gave notice of a meeting "to consider and, if thought fit, approve the draft new regulations which will be submitted to the meeting, and in the event of the approval thereof with or without modifications," to consider, and if thought fit pass a resolution to the following effect:—"That the regulations contained in the printed documents submitted to the meeting, and for the purposes of identification subscribed by the chairman thereof, be and the same are hereby adopted as the regulations of the company to the exclusion of all the existing regulations thereof." A footnote stated where copies of the proposed regulations might be inspected and that a copy could be had gratis. From the judgment of the late Mr. Justice Kekewich it may be gathered that such a notice would be sufficient in some cases—e.g. where articles are being merely brought up to date; but that every case must be determined by itself, and that in the particular case

before the court the notice was insufficient. In that case the new articles contained clauses (a) enabling the board to grant a pension to any retiring managing director; (b) confirming an agreement made four years before, by which the directors, on behalf of the company, agreed for consideration to pay a pension for life to a retiring managing director; or (c) enabling the board considerably to increase the directors' remuneration; (d) providing that three directors should be appointed for life; (e) relieving directors from liability for loss; and (f) extending the directors' borrowing powers. The resolution was, however, passed and confirmed by special resolution, and very properly held invalid. But some of the remarks in the judgment are open to exception, especially the suggestion that copies of the regulations should be sent with the notice showing what the alterations are to be. This has certainly not been the practice hitherto. It is well settled that not only members of a company, but even outsiders dealing with it, have notice of the contents of the articles, and the proposed resolution altering them states what alterations are to be made. If a new set of articles is being prepared, it seems only reasonable that a copy should be sent, and in future it will be safe to follow this course.—*NORMANDY v. IND, COOPER, & CO. (LIMITED)* (Kekewich, J., Nov. 7, 1907) (1908, 1 Ch. 84).

## New Orders, &c.

### High Court of Justice.

EASTER VACATION, 1908.

#### NOTICE.

There will be no sitting in court during the Easter Vacation.

During the Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice PARKER.

Mr. Justice PARKER will act as Vacation Judge from Thursday, April 16th, to Monday, April 27th, both days inclusive.

His Lordship will sit in King's Bench Judges' Chambers on Wednesday, April 22nd. On other days within the above period, applications in urgent matters may be made to his Lordship by post, or, if necessary, personally.

In the case of applications to the Judge by post, the brief of counsel should be sent addressed to the Judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

## CASES OF THE WEEK.

### House of Lords.

**GREAT NORTHERN, PICCADILLY, AND BROMPTON RAILWAY CO. v. ATTORNEY-GENERAL.** 3rd April.

**REVENUE—STAMP DUTY—INCREASE OF CAPITAL AUTHORIZED BY PRIVATE ACT—CHARGE OF DUTY ON CAPITAL OF COMPANIES WITH LIMITED LIABILITY OTHERWISE THAN UNDER THE COMPANIES ACTS—FAILURE TO RENDER STATEMENT—PENALTIES—STAMP ACT, 1891 (54 & 55 VICT. C. 39), s. 113—FINANCE ACT, 1899 (62 & 63 VICT. C. 9), s. 7.**

By section 113 of the Stamp Act, 1891, it is provided "(1) that a statement of the amount of nominal share capital of the corporation or company shall be delivered by the corporation or company to the commissioners within one month after the date of the letters patent or the passing of the Act; and in case of any increase of the amount of nominal share capital of any corporation or company, whether now existing or to be hereafter formed, being authorized by any letters patent or Act, a statement of the amount of such increase shall be delivered by the corporation or company to the commissioners within the like period; (2) the statement shall be charged with an ad valorem stamp duty of 2s. for every £100 and any fraction of £100 over any multiple of £100 of the amount of such capital or increase of capital, as the case may be, and shall be duly stamped accordingly when the same is delivered to the commissioners; (3) in the case of neglect to deliver such a statement as is hereby required to be delivered, the corporation or company shall be liable to pay to her Majesty a sum equal to £10 per centum upon the amount of duty payable, and a like penalty for every month after the first month during which the neglect shall continue." By section 7 of the Finance Act, 1899, the duty so chargeable was increased to 5s. for every £100.

Held, that there was authorized by certain private Acts of Parliament an increase of £2,400,000 in the nominal share capital of the Great Northern, Piccadilly, and Brompton Railway Co. within the meaning of the above section, and that the company was consequently liable to penalties for failure to deliver a statement of such increase, as required by that section.

Appeal from an order of the Court of Appeal allowing an appeal by the Crown from a judgment of Walton, J. The question was whether there was authorized by certain private Acts an increase of £2,400,000 in the nominal share capital of the appellant company within the meaning of section 113 of the Stamp Act, 1891, so as to render the appellant company liable to a penalty for failure to deliver a statement of such increase as required by that section. By the Great Northern and Strand Railway Act, 1890, the Great Northern and Strand Railway Co. was incorporated with a capital of £2,400,000, and a statement of such capital was delivered duly stamped in accordance with section 113. By the Brompton and Piccadilly Circus Railway Act the Brompton and Piccadilly Circus Railway Co. was incorporated with a capital of £600,000, which sum was by the Brompton and Piccadilly Circus Railway Act, 1899, increased by £400,000. Statements of such capital and increase of capital were delivered duly stamped. By the Great Northern and Strand Railway Act, 1902, it was provided by section 40 that if the "Brompton Bill"—a Bill then pending, which subsequently passed as the Piccadilly Circus Railway Act, 1902—became law all the rights and liabilities of the Great Northern and Strand Railway should pass to and be vested in the Brompton Co., and the former company should be dissolved. The Brompton Bill passed in November, 1902, after the passing of the Great Northern and Strand Railway Act, 1902, and by section 50 the company were authorized, subject to the provisions of Part II. of the Companies Act, 1863, to raise by the issue of new ordinary shares or stock any amount of additional capital not exceeding £1,425,000. By section 64 the name of the company was to be changed to the Great Northern, Piccadilly, and Brompton Railway Co. No statement of an increase of nominal share capital was delivered by the appellant company subsequent to the passing of the Brompton and Piccadilly Circus Railway Act, 1902, in respect of the £2,400,000 nominal share capital authorized to be issued by the Great Northern and Strand Railway Act, 1899, as amended by the Great Northern and Strand Railway Act, 1902, and the Brompton and Piccadilly Circus Railway Act of 1902. Walton, J., held that the Great Northern and Strand Railway Act, 1902, did not grant any new power to the appellant company, but only enabled them to raise capital under the power given by the Great Northern and Strand Railway Act, 1890, and that duty having been paid upon that power, no further duty was payable. The Court of Appeal held that by the combined operation of the Acts of 1902 the nominal share capital of the appellant company was increased, and that it was liable to pay the penalties incurred by the failure to deliver the statement required by section 113 of the Stamp Act, 1891.

Lord LORENBURN, C., in moving that the decision of the Court of Appeal should be affirmed, pointed out that a change of name was effected by section 64 of the appellants' Act, 1902, that by the Brompton and Piccadilly Circus Railway Act, 1897, that company was incorporated with a capital of £600,000, which by the Act of 1899 was increased by £400,000. By the Great Northern and Strand Act, 1890, that company was incorporated with a capital of £2,400,000, and all its rights and liabilities were by the Act of 1902 transferred to the Brompton and Piccadilly Co., the powers and liabilities of which had become vested and imposed in the appellant company, and by the amalgamation now existed in the appellants' name. Clearly the appellants were liable to pay the penalties incurred by failure to deliver the statement giving the increase in their capital by section 113 of the Stamp Act, 1891.

Lords ASHBOURNE, MACNAGHTEN, JAMES OF HEREFORD, ROBERTSON, ATKINSON, and COLLINS concurred. The appeal was accordingly dismissed with costs.—COUNSEL, *Lush, K.C., Roskill, K.C., and E. M. Pollock, K.C.*; *Sir W. S. Robson, A.G., and W. Finlay.* SOLICITORS, *R. Hill Davis; Solicitor of Inland Revenue.*

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

**BINGOOD v. HENDERSON'S TRANSVAAL ESTATES (LIM.).** No. 2.  
3rd April.

COMPANY—MEMORANDUM OF ASSOCIATION—RECONSTRUCTION—SALE OF UNDERTAKING AND ASSETS TO NEW COMPANY—PARTLY-PAID SHARES IN PURCHASING COMPANY—VOLUNTARY WINDING UP—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 161.

It is no part of the function of the memorandum of association of a company to define under the corporate objects the distribution of the assets after the corporate life is over, and though the memorandum and articles may provide how as between the corporators the corporate assets shall be dealt with after liquidation, their purpose is to define the position of a shareholder as a shareholder and not to bind him as an individual, and his position so defined must be in accordance with the provisions of the Companies Acts. Consequently, a company cannot by its memorandum of association exclude the operation of section 161 of the Companies Act, 1862, in the event of a sale by the company of the whole of its undertaking to another company in consideration of shares in the purchasing company, the winding up of the selling company being in contemplation.

*Cotton v. Imperial and Foreign Agency and Investment Corporation* (1892, 3 Ch. 454) overruled.

This was an appeal from a decision of Eve, J., who had dismissed a motion which was brought by the plaintiff suing on behalf of himself and all other shareholders in the first defendant company for an injunction to restrain the first-named defendant company from acting upon or carrying into effect a reorganization scheme submitted to a general meeting of shareholders on the 13th of February, 1908, or from carrying into effect the scheme or the resolutions passed at the meeting so far as they authorized the liquidator to deal with the assets without making proper provision for pay-

ment to the plaintiff of his distributive shares in the assets. The first-named defendant was Henderson's Transvaal Estates (Limited), incorporated in England, and the second defendant was Henderson's Transvaal Estates (Limited), incorporated in Rhodesia. It appeared that by the reorganization scheme a new company was to be formed and registered with the capital of £1,000,000, divided into 2,000,000 shares at 10s. each. The new company was to purchase from the old company its undertaking and assets for a consideration consisting of 1,770,386 shares of the new company and the payment of the debts and liabilities of the old company, including the cost of liquidation. The shares were to be credited as paid up to the extent of 7s. per share, and to have a liability of 3s. per share, payable 6d. on application, 6d. on allotment, and the balance of 2s. by calls to be made after six months after the date of allotment. The old company was to go into voluntary liquidation and the liquidator was to offer 1,770,386 shares of the new company, credited with 7s. per share as paid up, receivable as above for distribution, among the members of the old company at the rate of one of such new shares for each share in the old company held by such members. In the event of any of the members not accepting their due proportion of such shares the liquidator was to use his best endeavours to sell the shares not so accepted upon the best terms obtainable and distribute the net proceeds of such sale among the non-accepting members in proportion to the number of shares in the old company held by them respectively. Arrangements had been made for a guarantee that such of the shares as were not accepted should be taken up, and for payment of preliminary and other expenses, the consideration being a payment to be made by the new company. The scheme was subsequently amended by altering the shares to 20s., credited as paid up to the extent of 17s. 6d., and with a liability of 2s. 6d. per share. The scheme, as so amended, was subsequently approved by resolution at an extraordinary general meeting. The memorandum of association contained the following clause: "To sell or otherwise dispose of any property of the company to any other company, person, or firm, and in particular either for cash, shares, debenture stock, or mortgage, or any other security of any company, whether registered in South Africa, England, or elsewhere, and whether such shares be fully paid or not." It was contended by the plaintiff that the scheme was a mere device for raising further capital, and was therefore *ultra vires*. Eve, J., held that the scheme was *intra vires* the company, and dismissed the motion. The plaintiff appealed.

THE COURT (COZEN-HARDY, M.R., and FLETCHER MOUTON and BUCKLEY, L.J.J.) allowed the appeal.

BUCKLEY, L.J., in delivering the judgment of the court, said: This is a case of the first importance. The question involved is whether by clauses even in the memorandum of association of a company limited by shares the limit upon the shareholder's liability can be raised—whether the constitution of the company can provide that the majority may impose upon the minority a scheme under which the member must either come under an increased liability or accept such compensation as the scheme offers him. Section 161 of the Companies Act, 1862, protects the dissentient member by securing him the value of his interest to be determined by arbitration or agreement. The purpose of schemes such as that here in question is to evade or escape the provisions of that section. Their object is to impose upon the shareholders what is generally called an assessment—to require that in a limited company after the shares are fully paid the shareholder must either come under liability to make further contributions to capital or submit to take, not the value of his interest to be determined by arbitration or agreement, but such satisfaction as the scheme offers to him. That satisfaction commonly means, and in substance means, in this case, the surrender of his interest in the company. The facts are as follows: [His lordship stated the facts, and continued:] The question is whether the reorganization scheme contained in the agreement and resolutions is *intra vires*. The argument is that it is because it is justified by clauses in the memorandum of association. In my judgment, it is no part of the function of the memorandum of association to define under the corporate objects the distribution of the assets after the corporate life is over. The purpose of the memorandum and articles, however, is not confined to defining and limiting the purposes of the corporation, it extends also within proper limits to defining and ascertaining the rights of the corporators. I have no doubt that within proper limits the memorandum and articles may provide how, as between the corporators, the corporate assets shall be dealt with after liquidation. But in this, as in many matters, there are limits imposed by the statutes. There are matters in respect of which the constitution of the company cannot provide that the corporator shall not enjoy rights and immunities which the statute gives him. It is, therefore, not necessarily true that, because there are found in the memorandum and articles clauses such as those upon which the question here arises, that the corporators as individuals are contractually bound by them. The question is not whether each individual corporator can bind himself in respect of his distributive share in the assets. The question is whether, consistently with the statutes, the constitution of the corporation can be such that every corporator shall in the matter of distribution—or *a fortiori* of distribution and further liability—be bound by the vote of the majority. The purpose of the memorandum and articles is to define the position of the shareholder as shareholder, not to bind him in his capacity as an individual. The definition of his position as shareholder must be a definition consistent with the statutes. In the matter of liability upon his shares the statute in plain terms by section 38 (4) provides that in the case of a company limited by shares no contribution shall be required from any member exceeding the amount unpaid on his shares. In my opinion, any attempt so to define the constitution of the company as that the member shall in any event be liable for a larger sum is in breach of the statute and is *ultra vires*. Any clauses which can be used to maintain a scheme which imposes upon the member the alternative of accepting liability for a larger sum or of being dispossessed



of his status as shareholder upon terms which he is not bound to accept are, I think, *ultra vires*. When liquidation ensues, the scheme of the Act shortly is that the assets are to be turned into money, the contributions of the contributories enforced as far as need be, the debts paid, and the balance divided amongst the contributories according to their rights. Section 161 introduces a modification. That is a section which speaks not only after liquidation, but when the company is proposed to be, as well as when it is in the course of being, wound up. The special resolution may be passed antecedently to or concurrently with the resolution for winding up. It is a section which enables the liquidator instead of converting the assets into money to exchange them for shares or like interests for the purposes of distribution amongst the members, but it safeguards the dissentient member by providing for the purchase of his interest at a price to be determined as mentioned in the Act of Parliament. The dissentient member being thus in a position, by taking proper steps, to obtain the value of his interest in the company, there is no hardship upon him in any of the following arrangements within reasonable limits: (1) That the shares for distribution be partly-paid shares; or (2) that if he wants the shares he must apply for them within a limited time; or (3) that shares unapplied for are to be at the disposal of the new company; or (4) that shares unapplied for may be sold and the member who does not assent shall take the proceeds (for this is giving him something more than that to which he would be otherwise entitled); or (5) that the shares shall not go to the company and be assets of the company, but shall go direct to the members. It has accordingly been held that all these are legitimate in sales under that section. On the other hand, if there are dissentient members unpaid, the company may be put under an undertaking not to part with the assets until provision is made for them (*Hester & Co., 1875, W. N. 179*), and, further, the creditors are not injured, for under the last words of the section the sale is invalid if within a year a winding-up order be obtained. But none of these things are true if the sale be made, not under section 161, but under clauses in the memorandum such as are here relied upon, for when the shareholder cannot obtain the value of his interest all the above are a hardship upon him. In substance he is placed in the position that he must either take the shares with the liability, take them within a limited time, and so on, or else find himself dispossessed of his proportionate share of the assets of the old company. And the creditor is injured, for the distribution of the shares direct to the members before the debts are paid leaves the creditor with nothing to look to but such part of the assets, if any, as goes to non-assenting members. Under section 161 the creditor can stop the sale under the last words of the section—under the memorandum of association he cannot. Moreover, if the creditor resorts, as he naturally will, in the first instance, to the last-mentioned assets, the non-assenting members will see those swept away by the creditors, while the assenting members have received and gone away with their shares. All this is wholly at variance with the right of the member who is not minded to take the new shares with the liability upon them. His right is to have the assets, including the shares in the new company, realized, and applied, first, in payment of the debts, and then to have his proportionate share of the balance. These considerations lead irresistibly to the review of *Chitty, J.'s*, decision in *Cotton v. Imperial Investment Corporation* (1892, 3 Ch. 454). The decision affirmed that under clauses in the memorandum of association the company might sell its whole undertaking—meaning by that expression not merely all its assets at the moment, but all its present and future business—and might under the authority of special resolutions divide the proceeds of sale amongst the members without the safeguards provided by section 161. With the greatest respect for that very learned judge I am unable to agree with this decision. In my judgment the basis and reasoning of the decision in *Cotton v. Imperial Investment Corporation* cannot stand consistently with principle or with the reasoning of the subsequent decision of the House of Lords in *Wellton v. Saffery* (1897, A. C. 290). The plaintiff is, in my judgment, entitled to an injunction to restrain the defendants from carrying out the reorganization scheme.—COUNSEL, P. O. Laurence, K.C., and Beebe; Profumo; Sims; Gore-Browne, K.C., Stewart Smith, K.C., and H. E. Wright. SOLICITORS, Hatchett, Jones-Bigood, & Marshall; Parker & Richardson; Ashurst, Morris, Crisp, & Co.

[Reported by J. T. STIELING, Barrister-at-Law.]

## High Court—King's Bench Division.

PENNINGTON v. PINCOCK. Div. Court. 3rd April.

LICENSING LAW—MEASUREMENT OF BEER—"MEASURES MARKED ACCORDING TO IMPERIAL STANDARD"—"LONG PULL"—LICENSING ACT, 1872 (35 & 36 VICT. C. 94), s. 8.

By section 8 of the Licensing Act, 1872, all intoxicating liquor sold by retail, if not in cask or bottle and not in a less quantity than half-a-pint, must be sold in measures marked according to the imperial standard.

Held, that it was no offence under that section to measure a pint of beer by using a half-pint measure twice; and having measured the beer thus in the presence of the customer, the seller was entitled, if he chose, to add to it a "long pull."

Case stated by two justices of Lancaster sitting at Wigan on an information by the respondent against the appellant under section 8 of the Licensing Act, 1872, charging that he, on the 10th of September, 1906, at Ince-in-Makerfield, in the county of Leicester, did unlawfully sell intoxicating liquor—to wit, beer—by retail not in cask or bottle, in a quantity

more than half-a-pint in a measure not marked according to the imperial standard. The appellant was convicted and fined forty shillings and costs. The evidence offered was, shortly, that a woman entered the bar kept by the appellant, a grocer having an off-licence in the Warrington-road, Lower Ince, and asked for a pint of beer. The appellant drew the beer in a half-pint stamped measure in the presence of the customer, and poured the beer out of the measure into her jug, putting in two half-pints, and then drawing into the jug what was known as the "long pull," so that there was in the jug a gill of beer more than the pint. On behalf of the appellant it was submitted that the case of *Addy v. Blake* (19 Q. B. D. 478) did not apply, because in that case there was no sale till the jug was handed over to the customer and no measurement into the jug in the presence of the purchaser. If a pint and a half had been asked for there was no such stamped measure, and the licence-holder must have used either two measures, a pint and a half-pint, or a half-pint measure three times. Therefore the contention of the informant, that unless a pint measure was used to measure an order for one pint an offence under the Licensing Act had been committed, was absurd. For the respondent *Payne v. Thomas* (69 J. P. 72) was cited.

LORD ALVERSTONE, C.J., in giving judgment, said this conviction could not be supported. The object of section 8 of the Act of 1872 was to secure that people should get full measure, and accordingly it enacted that "every person shall sell all intoxicating liquor, which is sold by retail, and not in cask or bottle, and is not sold in a less quantity than half-a-pint, in measures marked according to the imperial standard." So long as a properly stamped measure was used, and the customer got full measure, how could it matter whether the measure was used once or three times? He saw no reason why because a man added a long pull to the imperial measure he should be held to have committed an offence.

RIDLEY and DARLING, JJ., concurred, and the appeal was allowed, with costs, and conviction quashed.—COUNSEL, *Avery, K.C.*, and *Boney*; *Oversend Evans*. SOLICITORS, *Neve, Beck, & Kirby*, for *A. E. Baucher & Co., Wigan*; *Harcourt E. Clare, Wigan*.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

BAKER v. BAKER. BAKER v. BAKER AND DWYER. Rucknill, J. 30th March.

DIVORCE—CROSS-SUITS—FOREIGN CO-RESPONDENT—DISMISSAL FROM SUIT—COSTS—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85), s. 28.

Where a co-respondent, domiciled in a foreign country, had been dismissed from a suit on his own motion, the court declined to give the husband his costs, although the co-respondent had entered an unconditional appearance to the citation.

Motion on behalf of the co-respondent Dwyer that he should be dismissed from the husband's cross-suit. From his affidavit it appeared that the co-respondent was born in Ireland of Irish parents, that he had always resided in Ireland, that he had not relinquished and had no intention of relinquishing his Irish domicile. The adultery charged (which was denied) was said to have been committed in Ireland, where also the co-respondent had been served with the citation. Dwyer entered an unqualified appearance. No damages were claimed. The argument adopted in support of the motion was as used in *Levy v. Levy and De Romance* (52 SOLICITORS' JOURNAL, 379). Costs were not asked for.

BUCKNILL, J., granted the application.

Counsel on behalf of Mr. Baker then applied for costs against the co-respondent, and contended that every petitioner was compelled by section 28 of the Matrimonial Causes Act, 1857, to make the alleged adulterer a co-respondent to the petition, and that enactment was not affected by the fact that the co-respondent was a domiciled foreigner. It was unnecessary for such a co-respondent to appear to the citation, but in the present case Dwyer had entered an unconditional appearance and had not taken the earliest opportunity to apply to be dismissed from the suit. On behalf of Dwyer it was submitted that the husband, though compelled to name the alleged adulterer in his petition, should have moved for leave to proceed without naming a co-respondent in accordance with the general practice. During the argument *Wray v. Wray and D'Almeida* (1901, P. 132) and *Warwick v. Warwick and Giovanni* (Times, July 25th, 1907) were referred to.

BUCKNILL, J., refused the application.—COUNSEL, *Le Bas*; *Bayford*; *P. Hastings*. SOLICITORS, *E. M. Lazarus*; *Robbins, Billing, & Co.*; *W. H. Speed*.

[Reported by DIBBY COYNE-PAREDT, Barrister-at-Law.]

## Societies.

### Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 8th inst., Mr. Walter Dowson in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. W. C. Blandy (Reading), Alfred Davenport, Thomas Dixon (Chelmsford), R. Ellet (Oxford), O. Goddard, J. Roger B. Gregory, Samuel Harris (Leicester), J. F. N. Lawrence, C. G. May, R. Pennington, J. P., R. S. Taylor, and J. T. Scott (secretary). A sum of £695 and distributed in grants of relief, thirty-five new members were admitted, was other general business was transacted.

## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—March 31.—Chairman, Mr. J. E. C. Adams.—The subject for debate was: "That the time has now arrived when grants of title should be restricted for the life of the grantee and for cause shown in the grant." Mr. H. S. Syrett opened in the affirmative, Mr. Maurice B. Blake seconded in the affirmative. The following members also spoke: Messrs. Thomas, White, Rubinstein, Krauss, Thomson, Henderson, Birch, and Hands. The motion was lost by thirteen votes.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

**WALTER DOWSON, WILLIAM LANGSTAFF AINSLIE, and CHARLES MARTINEAU,** solicitors (Dowson, Ainslie, & Martineau), 19, Surrey-street, Victoria Embankment, London. March 31. So far as regards the said Charles Martineau, who retires from the firm; the said Walter Dowson and William Langstaff Ainslie will continue the said business under the style or firm of Dowson, Ainslie, & Co.

**LAWRENCE EDWARD WALKER and PETER JOHN SKELTON,** solicitors (Robinson, Walker, Son, & Skelton), Manchester. March 31.

**LEONARD NEVILL and REGINALD EDWARDS,** solicitors (Sewell, Edwards, & Nevill), 35, Bucklersbury, London. March 31.

**SAMUEL HENRY STOCKWOOD, WILLIAM AUGUSTUS WILLIAMS, and DAVID THOMAS WILLIAMS,** solicitors (Stockwood & Williams), Bridgend, Glamorgan. March 28. So far as regards the said David Thomas Williams, who retires from the said firm: the said Samuel Henry Stockwood and William Augustus Williams will continue to carry on the said business in partnership under the style or firm of Stockwood & Williams. [Gazette, April 3.]

**JOHN EDWARD PHILLIPS and RICHARD COURTENAY BOYLE,** solicitors (Phillips & Boyle), 179, Gresham House, Old Broad-street, London. March 31. [Gazette, April 7.]

### Information Required.

**ROBERT FRASER.**—Anyone having in his possession a Will of Robert Fraser, of Liverpool, and of Pentre Bychan Hall, near Wrexham, and formerly of Greenbank, Chester, shipowner, is requested to communicate with Messrs. Hill, Dickinson, & Co., 10, Water-street, Liverpool.

### Notes.

A document relating to the Licensing Bill in the following terms has been signed by a large number of well-known solicitors, and sent to us for publication: "We, the undersigned solicitors, desire to place on record our opinion of the nature and effect of the Licensing Bill now before Parliament. We regard the Bill as a serious departure from principles which have for centuries guided the action of the State in dealing with the interests of individuals and classes of the community. It has been the policy of the State for generations past that the trade in alcoholic liquors should be carried on, not by the State, but by individual citizens at their own expense, under licences annually renewed. This has been so well recognized and accepted as to constitute a system on the faith of which large capitals have been laid out and large sums have been paid to the State. No less than 38½ millions a year of the revenue of the State is derived from this trade. The capital required to carry it on amounts to hundreds of millions sterling. Vested interests have been thus created. Long usage and recognition and confidence in the nation's good faith have caused these vested interests to grow and to become a great marketable commodity. Many thousands of individuals have invested money in the legitimate carrying on of the trade. It is not asserted that it has been or is illegally carried on, or is ill-conducted. The State itself has participated in the values thus created by rates, taxes, death duties, &c. It is, in our opinion, un-British and unfair to call such vested interests mere 'expectations.' Whatever they are, it is admitted that they cannot be ignored. Vested interests of many kinds which technically might be equally termed 'expectations' are constantly recognized as proper subjects for compensation when abolished by the State or other authorities. Even officers of the State are compensated on alteration or abolition of office. The Bill will not have the effect of promoting temperance. It neither punishes the drunkard, nor makes him drink one glass less than he did before, nor raises his moral sense. Neither does it prohibit the manufacture of beer or spirits. In only appropriates to the State or the local authorities the profits of the trade. It tends to encourage private drinking in places which cannot be reached by the law. A time limit of any length is no boon to the licensees. The 32,000 licensees whose licences are proposed to be cancelled during the reduction period are to be paid, entirely by their co-licensees, a fraction of the annual value of the licences for the remainder of that period, and nothing for their capital. The 60,000 licensees who remain at the end of the time limit are not to have anything—but in addition to the fine imposed on

them during the period are then to lose their licences altogether, unless they bid up to and pay over again the monopoly value, which their capital and labour had already purchased or created. It seems only necessary to describe such a Bill to show that it is a measure of pure confiscation entailing ruin upon many innocent people, and powerless to achieve its professed moral object. That it should be forced by a political party upon an unwilling multitude of his Majesty's subjects who have done no wrong, seems to us not to point to the encouragement of morality. If this becomes law, there seems no reason why its principle should not be applied to other property and other trades, until at length we arrive at what some of our legislators desire, the expropriation and nationalization of all the means of production, distribution, and exchange."

We understand that the council of the Royal Borough of Kensington have adopted a report bearing on the inquiry about to be held relative to the working of the system of compulsory registration of title that has, since January, 1899, been on trial as an experiment in the County of London. The council urge that the reference to the proposed commission should be sufficiently comprehensive to allow of the fullest inquiry being made into the relative merits of the official registration system as compared with the system of transfer by deed as instituted by Lord Cairns in regard to security, simplicity, expedition and cheapness, and further they recommend that the inquiry should be a public one and that the procedure adopted by the Royal Commission appointed in May, 1906, to consider the expediency of extending a compulsory system to Scotland of taking evidence in camera should not be followed. It is also submitted that as it is understood the Scotch Commission having completed the taking of evidence, their report should be pressed for as its production would no doubt materially aid the work of the new inquiry. The council call attention to the fact that the Registrar of the London Land Registry was appointed one of the commissioners on the Scotch Inquiry, and intimate that in their view this appointment was a mistake and to be deprecated, and they trust the same procedure will not be followed in connection with the appointment of the commission for the London inquiry. The London County Council is again urged to claim in aid of the rates an equitable proportion, estimated at £15,000 per annum, of the Middlesex registration fees, that since 1901 have been diverted to the upkeep of the Land Registry Office, thereby following the example of the Yorkshire County Councils, who receive for the ratepayers the Yorkshire registration fees. The above views are to be communicated to the Lord Chancellor and to the London County Council.

### General.

At the Worcestershire Quarter Sessions this week Mr. Willis Bund, chairman, congratulated Judge Amplett, K.C., upon his elevation to the County Court Bench. The Earl of Coventry seconded the vote of congratulation, which Judge Amplett, who is vice-chairman of quarter sessions, appropriately acknowledged.

Sir Samuel Evans, K.C., M.P., was on the 2nd inst. presented with the honorary freedom of the borough of Neath in recognition of his services to the borough and on his attaining the office of Solicitor-General. The roll of honorary freedom was enclosed in a richly-gilt silver casket. The mayor made the presentation, and Sir Samuel, in reply, affirmed that the Principality of Wales had never stood higher in the estimation of the world than at the present time. In the evening Sir Samuel and Lady Evans were entertained at a banquet.

There is a provision in the Lord Chancellor's new County Court Bill which, says a writer in the *Globe*, appears to introduce the principle of the compulsory retirement of judges. Attached to the section authorizing the Lord Chancellor to recommend a pension to every county court judge who has served twenty years are the words, "This section shall not, without his consent, apply to any judge appointed before the passing of this Act." It would appear to follow that the section may, without his consent, be applied to any judge appointed after the passing of the Act. There are six county court judges who have served more than twenty years. These judicial veterans are Judge Bacon, Judge Greenhow, Judge Selfe, Judge Snagge, Judge Owen, and Judge Bishop.

In moving the second reading of the County Courts Bill, on the 2nd inst., the Lord Chancellor said it did not do all that he wished to see done with regard to county courts. He was anxious to make proposals on the subject of imprisonment for debt, but thought it would be wiser to await the report of a Select Committee of the House of Commons which had been appointed to inquire into this subject. More than thirty years ago the Judicature Commission recommended that the High Court of Justice and the county courts should form part of one system. Lord Cairns, who did not approve of this recommendation at the time, afterwards changed his mind, and carried a Bill through that House to give effect to the recommendation. This could not now be done without some further inquiry, which he hoped to propose.

The resignation of Mr. E. N. Fenwick Fenwick, one of the three metropolitan police magistrates who have Bow-street in their care, places at the disposal of the Home Secretary, says a writer in the *Daily Telegraph*, a valuable piece of patronage. There is always keen competition for a magistracy, and Mr. Gladstone has doubtless been besieged by an army of applicants. He has a large area of selection. All barristers of seven years' standing are eligible, and so are the various "stipendiaries" who preside in the police-courts of the provinces. Fifteen hundred pounds, paid quarterly, is the yearly reward of the functionary in question, which is £300 less than the salary received by the Chief Magistrate. The number of the police magistrates of the metropolitan area is regulated by 3 & 4 Vict. c. 54, which limits the sacred band to twenty-seven.



In addressing the grand jury on Tuesday, at the East Sussex Quarter Sessions, over which he presided, Mr. Justice Grantham, says the *Daily Mail*, referred to the Criminal Appeal Act which will shortly come into operation. His lordship said he was that day practically attending the "last post" of the old criminal law of England. The latter provided that where persons were accused of crime the final appeal rested with a jury of their own countrymen. As far as his experience went, with the exception perhaps of the Beck case, a jury had never found a prisoner guilty when they ought not to have done so. Under the new Act a prisoner would have the right to appeal from the verdict of the jury both on a question of law and of fact. Those who were not keen on going to prison would no doubt try their hand at seeing what they could do for themselves.

The death is announced of Judge Adams, K.C., County Court Judge of Limerick. He was, says the *Times*, called to the bar in 1873 and joined the Munster Circuit. His first opportunity in the Four Courts came in connection with the State trials of 1881, when Mr. Parnell and others were prosecuted by the Government. As junior counsel Adams made a speech which attracted much attention. Thenceforward his progress at the bar was rapid. He defended some of the Phoenix-park prisoners, was engaged in most of the other celebrated cases of his time, and gained a high reputation as an expert in the management of juries. He took silk in 1889 and was appointed County Court Judge of Limerick in 1894 during Mr. Morley's Chief Secretaryship. Judge Adams's gifts of wit and humour made him equally popular in Limerick, where he conducted the business of his court, in the Dublin Four Courts, and in the National Liberal Club. As a wit and raconteur he took rank with the best of his generation. With the possible exception of the late Father Healy, he was the author and subject of more good stories than any Irishman of the last half century.

The further hearing by Mr. Justice Jelf of the action brought before him in the King's Bench Division by Mr. Fred Karno against Pa hé Frères (Limited), was, says the *Daily Telegraph*, on Monday, associated with proceedings that are probably quite unique in our judicial annals. One of the questions which the learned judge has to decide in the case is the alleged similarity between Mr. Karno's sketch, "The Mummified Birds," and the scenes represented in a cinematograph film produced by the defendants under the title, "An Evening at a Music-Hall." In order to satisfy himself at first hand on this important point, his lordship, after hearing the evidence and the addresses of counsel, took the novel course of visiting the Oxford Music Hall, and witnessing a private performance of the sketch itself and of the cinematograph representation of which the plaintiff complains. There was nothing whatever of legal panoply about the proceedings. Only one feature the interior of the hall possessed in common with a court of law, that was the decorous quietness which sat upon all and sundry. In but one respect could the eye discern any departure from the ordinary routine of the house. In the centre of the first tier, or dress circle, stood a green-covered table, provided with pens, ink, and paper, and a pair of opera-glasses, lest his lordship should desire to call in these convenient aids to the theatre-goer's vision. By the direction of the judge, the green-covered table and the armchair which stood behind it were brought down from the dress-circle and set in the centre of the gangway near the front of the stalls. When all was ready, his lordship, devoid of all outward semblance of his judicial rank, quietly took his seat about half-past four. The command to begin the performance was given, the orchestra struck up the lively accompanying music of the sketch, and almost before one was aware of the fact, "The Mummified Birds," with its grotesque humours and rollicking fun, was in full swing.

The Royal Exchange Assurance have decided to pay a further dividend of 5 per cent., making 9 per cent. on the capital stock of the corporation for the year ending the 31st of December, 1907.

## Court Papers.

### Supreme Court of Judicature.

NOTA OF REGISTRARS IN ATTENDANCE ON						
Date.		EMERGENCY	APPEAL COURT		Mr. Justice	Mr. Justice
		NOTA.	No. 2.		JOYCE.	SWINFEY EAD.
Monday .....	April 13	Mr. Theod.	Mr. Borrer		Mr. Goldschmidt	Mr. Church
Tuesday .....	14	Synges	Bloxam		Thed	Tindal King
Wednesday .....	15	King	Borrer		Goldschmidt	Church
Thursday .....	16	Goldschmidt	Bloxam		Thed	Tindal King
Date.		Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
		WASHINGTON.	NEVILLE.	PARKER.	EVAN.	
Monday.....	April 13	Mr. Beal	Mr. Groszwell	Mr. Synges	Mr. Leach	
Tuesday .....	14	Farmer	Leach	Goldschmidt	Groszwell	
Wednesday .....	15	Beal	Groszwell	Bloxam	Leach	
Thursday .....	16	Farmer	Leach	Beal	Synges	

The Easter Vacation will commence on Friday, the 17th day of April, 1908, and terminate on Tuesday, the 21st day of April, 1908, both days inclusive.

## Winding-up Notices.

London Gazette.—FRIDAY, APRIL 11.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ALABOGATA AND CONOR GOLDMIDLE, LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Whitehall, liquidator.  
BRITISH BUILDING STORES CO., LIMITED.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas Ford 11 and 12, Finsbury sq., liquidator.

DE MELLO BRAZILIAN RUBBER CO., LIMITED.—Petn for winding up, presented April 9, directed to be heard April 14. Denton & Co, Gray's inn pl., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13.

E. HAYWARD, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Henri Harold Halfpenny, 82, Lower Thames st., liquidator.

LINDSAY MOTOR MANUFACTURING CO., LIMITED.—Petn for winding up, presented March 26, directed to be heard at the Shire Hall, Ipswich, April 15. Kenneth & Co, Pancras la., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 14.

LONDON JIFFY PATENT FIREWOOD CO., LIMITED.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Bert Thomson, care of London Jiffy Patent Firewood Co., Limited, Point Pleasant, Wandsworth, liquidator.

MULTI COLOUR PRINTING CO (1904), LIMITED.—Petn for winding up, presented April 1, directed to be heard April 14. Hays & Co, Clement's la., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13.

NATIONAL UNION SOCIETY, LIMITED.—Petn for winding up, presented March 30, directed to be heard April 14. Nicol & Co Lime st., for Plokesstone & Jones, Radcliffe, Lanes, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13.

NORTON VOLUNTARY SCHOOLS CO., LIMITED.—Creditors are required, on or before May 4, to send in their names and addresses, and the particulars of their debts or claims, to A. E. B. Souby, solicitor, Malton, liquidator.

STANDARD WIRE CO., LIMITED.—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to William Henry Armitage, Station at Bldg., Huddersfield, liquidator.

TALBOT & CO., LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to William Henry Shaw, Market pl., Dewsbury, liquidator.

WILLIAM HEWITT & CO., LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Ernest Bullock, Hasley, Staffs. Hollishead & Moody, Tunstall, solrs for liquidator.

UNLIMITED IN CHANCERY.

INCORPORATED MORLEY AND ALFRED BEVAN MEMORIAL CONVALESCENT HOMES.—Petn for winding up, presented March 31, directed to be heard on April 14. Sheen & Co, Bedford row, solrs for petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of April 13.

London Gazette.—TUESDAY, APRIL 7.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ALEXANDER OLDHAM & SONS, LIMITED.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Fred Oldham, Greenhill House, Godley, Hyde. Bostock, Hyde, solrs for liquidator.

CONSUMERS PURE ICE AND GOLD STORAGE SYNDICATE (1904), LIMITED.—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to R. Howie Porter, 90, Cannon st., Warren & Co, Bloomsbury sq., solrs for liquidator.

GOLD COAST EXPLORATION AND TRADING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Francis William Macan, 8, Laurence Pountney Hill, Cannon st., Allen & Co, Eastcheap, solrs for liquidator.

HENRY HUGHES & CO., LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Robert Henry McLeod, 3, St James st., Bedford row, liquidator.

RADAX PNEUMATIC TYRE CO., LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to George William Mitchell, 42, Spring garden, Manchester, liquidator.

UNION LIGNWORKS CO., LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Morton, Rycroft st., Ashton under Lyne. Hamer, solrs for liquidator.

## The Property Mart.

Sales of the Ensuing Week.

April 13.—MORRIS WEATHERALL & GREEN, at the Mart, at 2: Freehold Investment (see advertisement, back page, April 4).

April 14.—MEERS, HARRING, SONS, & DAW, at the Mart, at 2: Freehold Investments (see advertisement, back page, March 28).

April 14.—MEERS, DRENNHAM, TAYLOR, & CO., at the Mart, at 2: Business Premises (see advertisement, back page, April 4).

April 15.—MEERS, D. YOUNG & CO., at the Mart, at 2: Freehold Residences (see advertisement, back page, March 28).

April 16.—MEERS, FOSBER & CHAMFIELD, at the Mart, at 2: Absolute Reversions, Reversions, Life Interests, Government Annuity, Policies of Assurance, and Shares (see advertisement, back page, this week).

## Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MARCH 20.

AVIS, ALFRED, Albemarle st., Piccadilly, Surrey April 22 Ltd v Avis, Eve, J Peters & Bolton, Guildhall chambers, Birmingham st.

WYLES, ANITA, Reading, Photographer April 23 Angel v Nicholson, Neville, J Hallip, Martins la.

London Gazette.—TUESDAY, MARCH 24.

DEMPSTER, JOHN, Lower Kennington in, Lambeth May 30 Drive v Kempster, Neville, J John Gell Kempster, care of Mr F G Cordwell, Old Surjaan laan

RIPLEY, SIR FREDERICK, Bart, Albert ct, Kensington April 27 Ripley v Ripley, Joyce, J Stevenson, Throgmorton av

SHOPLAND, JOHN, Winkfield, Devon, Farmer April 31 Cole v Shopland, Joyce and Eve, JJ Prickings, Okehampton, Devon

London Gazette.—FRIDAY, MARCH 27.

COOKE, JOSEPH HENRY, Ashbourne, Derby, Solicitor April 30 Hall v Cooke, Joyce, J Taylor, Norfolk st

PURVIS, ROBERT, West Moor, Northumberland, Grocer May 1 Boll v Webb, Warrington, J Grundy & Co, Queen Victoria st

REYNOLDS, JOHN THOMAS, Manchester April 24 Werthington v Reynolds and Others, Registrar, Manchester Proctor, Manchester

London Gazette.—TUESDAY, MARCH 31.

BLOOM, JOHN EBERHARD, High Holborn May 1 Bloom v Bloom and Bloom, Swinfen Eady, J Kidgell, Craven Park rd, Harefield

## Under 22 &amp; 23 Vict. cap. 35.

## LAST DAY OF CLAIM.

## London Gazette.—FRIDAY, March 27.

BETTS, ANN, Cranleigh, Surrey April 24 A F & R W Tweedie, Lincoln's inn fields  
BLACK, JESSIE, Stockwell park crescent, Stockwell May 23 Ellis, King's Bench walk, Temple  
BROWNE, DAVID, Winchester April 20 Godwin & Co, Winchester  
BUBBERT, SUSANNAH, Edmonton April 25 Avery & Son, Lower Tottenham  
CAMPELL, MAUDE MARY, Bedford April 25 Loughton & Savory, Clement's inn, Strand  
CHAPMAN, WILLIAM, Chadwell Heath, Essex, Draper April 21 Mosman & Wilkinson, Chancery in  
CHARLTON, GEORGINA SOPHIA, Goldhawk rd, Shepherd's Bush April 20 Hales, Clifford's inn  
CLARK, CATHERINE ELIZABETH, Ilfracombe April 25 Rowe & Warren, Ilfracombe  
DAVIES, SARAH, Rhayader, Radnor April 30 Mathews, Rhayader  
DIGBY, CHARLES WHITTHRELL, Meriden Hall, nr Coventry April 24 Ruth & Co, Southampton st, Bloomsbury  
FISH, WILLIAM, Holmes upon Spalding Moor, Yorks, Butcher April 15 Powell, Market Weighton  
FRAT, RUTH, Romford Essex April 15 Philpott, Bartholomew close  
GERARD, EDWARD ROBINSON, Liverpool April 30 Ryle & Co, Live  
GODDALL, JAMES, Ipswich, Pianoforte Tuner May 9 Westport & Co, Ipswich  
GRANTON, RICHARD, Workop April 27 J S & C A Wall, Workop  
GREEN, ALEXANDER, Bude, Cornwall June 1 Benson & Co, Bristol  
GREY, WILLIAM ROBERT, Cheltenham April 30 Wood, Cheltenham  
HARRISON, WILLIAM, Newcastle upon Tyne April 30 Ingledew & Fenwick, Newcastle upon Tyne  
HOBBS, SARAH, Sonning, Berks May 1 H & C Collins, Reading  
HOLT, ELIZABETH, Bolton May 12 Fullagar & Co, Bolton  
HOWARD, ARNAB, Worthing April 24 B & J Mote, South sq, Gray's inn  
JOHNSTONE-BROWNE, ELLEN, Weymouth April 26 Moon & Co, Lincoln's inn fields  
JONES, MARY, Sheffield May 9 Bennett, Sheffield  
LATTER, OVID, Rhodes Minnis, Kent May 10 Worrell & Son, Coleman st  
LISTER, WALTER VERNING, Eastry, Kent May 20 Reid, Gt St Helens  
LLOYD, LUCY WELBY VAUGHAN, Wrexham, Denbigh, Wine Merchant's Manager April 25 Allington & Co, Wrexham  
MOORE, EMILY CAROLINE, Stroud, Glos April 25 Stuart, Stroud  
OLIVER, JOHN, Rickenhead April 25 Thompson & Co, Rickenhead  
POPELWELL, MARY, Bullock Lodge, Notts May 25 Watson & Co, Nottingham  
PAXTON, ALFRED, Cambridge May 9 Andrews & Co, Weymouth  
REAN, WILLIAM HENRY, Oxford gds, North Kensington May 6 Capron & Co, Savile pl, Conduit st  
REYNOLDS, JULIA ANNE, Clifton, Bristol May 15 Pearson, Bristol  
SADLER, HANNAH FISHER, Thorpe, Norwich May 1 Cossins-Hardy & Jewson, Norwich  
SAYNOR, HENRY, Lower Holston, Miffield, Yorks April 30 Longbottom & Sons, Halifax  
SCHEPHER, MAURICE VON, Overstrand mansions, Battersea Park April 30 Bolton & Co, Temple gds, Temple  
SCOTT, MARY AGNES, Charleville mans, West Kensington April 22 Lewin & Co, Southampton st, Strand  
SMALL, MARTHA, Wington, Somerset May 8 Eggart, Brighton  
SMITH, JOHN VILLIERS, Liverpool, Master Mariner May 9 Reynolds & Reynolds, Liverpool  
STUDLEY, HARRIET, Clifton, Bristol April 23 Parry, Bristol  
THOMAS, EDWINE, Amey May 13 Coulson, Coleman st  
TOW, GEORGE, Koulgrave, Derby, Contractor April 22 Wilcock & Taylor, Wolverhampton  
TOLLEY, THOMAS, Darlaston, Staffs, Ironmaster April 11 Slater & Co, Darlaston  
WATSON, JOHN TOM, Leicester, Painter May 14 Simpson, Leicester  
WATTS-RUSSELL, ALICIA MARGARET, Shore, Surrey April 30 Hewlett & Co, Raymond bldgs, Gray's inn  
WINGGOTT, SAMUEL, Doughty st April 20 Pontifex & Co, St Andrew st, Holborn circus  
WILLIAMS, HENRY HASTINGS JAMES, Cardiff May 6 Thomas, Cardiff

London Gazette.—TUESDAY, March 21.

ALDRIDGE, ALFRED JAMES, Munch Woolton, Lancaster, Schoolmaster April 28 Lawson & Co, Manchester  
ASTON, WILLIAM, Harborne, Birmingham May 1 Cottrill & Son, Birmingham  
BAKER, ELIZABETH, Strachan pl, Wimbledon May 1 Ward & Son, Norfolk st, Strand  
BENTHAM, HANNAH, Pines, Salop April 18 Hunt & Hewitt, Ashton under Lyne  
BUTLER, JOHN, High Cotton, York, Farmer May 23 Robson, Pocklington  
BRITTON, EDWARD WILLIAM, Ashland, Surrey, Insurance Broker May 30 Taylor & Co, Strand  
BORDEN, AMELIA NEWBY, Parsons Green, Fulham May 1 Hutchings & Hutchings, Tottenham  
BRYMAN, RICHARD, Wilberforce rd, Finsbury Park April 30 Hoddinott & Davis, Tower chambers, Moorgate  
CASTELL, JOHN HENRY, Southdown May 1 Gussotte & Co, Essex st, Strand  
CHESTERMAN, SARAH, Little Brickhill, Buckingham April 30 Mott & Son, Bedford row  
CLARKE, FRANCIS, Birkenhead, Chester, Licensed Victualler April 23 Payne & Co, Liverpool  
COLLA, MARIA CHARLOTTE, Monmouth May 1 Vizard & Son, Monmouth  
CORRIE, HENRY, Chesham Hill, Manchester April 28 Dixon & Co, Manchester  
CRAWFORD, DAVID, Auckland, New Zealand, Engineer April 30 Blyth & Co, Gresham house  
CROW, WILLIAM JOHN, Boston, Lincs, Draper April 21 Waite & Co, Boston  
CROWHURST, MARGARET, Brighton April 30 Langhams Bartlett's bldgs, Holborn circus  
DAIKWATER, GEORGE, Chester, Cabinet Maker May 4 Bowden, Manchester  
FAIRCLOUGH, GEORGE, Manchester, Oil Merchant April 28 Bates & Jellicoe, Manchester  
FINNEY, HENRY, Folkestone May 12 Hall, Folkestone  
FORBACH, FRANCES HENRY, Blackley, Manchester April 28 Dixon & Co, Manchester  
FORTESCUE, ROY HOPE JOHN, Honiton, Devon April 30 Ford & Co, Exeter  
GOUGH, THOMAS ALEC, Eastbourne April 30 Goodacre & Co, Bush in  
GREGORY, OLIVE, Birkdale, Lancs April 30 Wood & Ashington, Southport  
GURDS, WILLIAM ROBERT, Cheltenham April 30 Wood, Cheltenham  
HANDCOCK, WILLIAM FRANK, Bournemouth, Hants May 1 Gussotte & Co, Essex st, Strand  
HARRIS, HANNAH, Grange over Sands, Lancs April 15 Taylor & Son, Barrow in Furness  
HARRILL, WILLIAM, Ashmore, nr Wallenbourne, Warwick, Licensed Victualler April 25 Wright & Co, Leamington  
HARRISON, FRANK YATES, Finsinghall, Yorks April 30 Fox, Bradford  
HARVEY, ANN ELIZABETH, Sheffield May 1 Benson & Co, Sheffield  
HUXLEY, THOMAS, Preston Brookhouse, Salop, Farmer May 1 Lucas & Salt, Wem, Salop  
LAMBSON, JOHN, Scarborough April 30 Birdall & Cross, Scarborough  
LAYCOCK, CHARLES, Salden, Lancaster, Calico Printer May 9 Britcliffe, Acreington  
LEWIS, JOHN, Myrdin, Carmarthen April 28 Holder & Co, Clement's inn, Strand  
LITTLE, KATHERINE ALICE, Westcliff on Sea, Essex May 1 Kirby & Co, The sanctuary, Westcliff  
LOCAL, WALTER WILLIAM, Crick, Northampton, Licensed Victualler April 28 S A Lucas & H J Sparshott, Crick, nr Rugby  
MANNALL, HENRY, Kingston upon Hull, Master Mariner May 6 Rolitt & Sons, Hull  
MASTERS, JOSEPH, Leamington April 24 Field & Sons, Leamington  
MITCHELL, JOHN WILLIAM, Windsor rd, Ealing May 6 Collyer-Bristow & Co, Bedford row  
MORGAN, SUSAN, Streetly, Stafford April 24 Evans, Walsall  
MOUNTFORD, EDWARD WILLIAM, Craven hall, Baywater, Architect May 9 Foster & Co, Queens st pl  
NUGENT, THOMAS, Lindley, Huddersfield, Woollen Warehouseman April 24 Armitage & Co, Huddersfield  
OLIVER, ALBERT JAMES, Dawlish, Devon, Solicitor May 1 Soames & Thompson, Coleman st  
PARKER, SARAH, Ulverston, Lancs April 16 Martin & Atkinson, Ulverston

RAINS, RALPH, Manchester, Pork Butcher April 30 Crofton & Co, Manchester  
RIDER, JAMES ROBERT, Richmond, Yorks, Hotel Keeper April 11 W B & C Hutton, Richmond, Yorks  
SEYMOUR, ROY EDWARD, Northampton May 14 Cunliffe & Davenport, Chancery in  
SLIP, ELIJAH CULING, Drayton ter, 8 Kensington May 8 Baileys & Co, Berners st  
SHAPE, FRANK THORNDON, Finchley rd, Stock and Share Export May 9 Tubbs, Aldersham st  
SPENCER, SARAH, Somersrotes, Derby April 10 Ellis-Fermor, Ripley  
STANFORD, EDWARD, Haslemere, Surrey, Carrier April 11 White, Guildford  
STEPHENS, ALBERT, Dymock, Glos May 14 Garrod, Ledbury  
TAYLOR, CHARLOTTE, Birkenhead, Chester May 7 Pascock & Co, Liverpool  
TOURNEY, WILLIAM, Moston, Manchester May 2 Minor, Manchester  
THORNTON, WILLIAM, Byfield, Northampton, Yeoman April 30 Pellatt & Pellatt, Banbury  
THORNTON, ELIZABETH, Byfield, Northampton April 30 Pellatt & Pellatt, Banbury  
WAKEFIELD, MARY ELIZA, Nottingham April 26 J A Bright, Nottingham  
WARRER, SUSANNAH PAINTER, Kaims rd, Wandsworth May 1 Russ, King William st  
WHELDON, JOHN, Sheffield, Leather Belting Manufacturer April 11 Taylor & Edmund, Sheffield  
WILSON, CHRISTINA, Newcastle upon Tyne May 1 Gibson & Co, Newcastle upon Tyne  
WILSON, WILLIAM PHILLIPS, Bagley, Pembrokeshire, Farmer May 16 Lewis & James, Narberth  
WOOD, TOM, Clacton on Sea May 1 Guillaume & Sons, Salisbury sq  
WOODHOUSE, MATILDA, Yelvertoft, Northampton April 28 Elliott, Yelvertoft, nr Rugby

London Gazette.—FRIDAY, April 3.

BALDOCK, JAMES, Saltwood, nr Hythe, Kent, Labourer April 30 Mowll & Mowll, Canterbury  
BALLS, JAMES MAYNARD, Castle Hedingham, Essex, Estate Agent May 10 Morton & S, Haldeslade, Essex  
BAYLER, ISABELLA FRANCES, Reading April 30 Le Brasseur & Oakley, Carey st, Lincoln's inn  
BEELER, ISAAC, Chester, Hot Water Apparatus Engineer June 1 Johnsons, Stockport  
BISHOP, HENRY PARLETT, Ashley gds May 11 Walls & Co, Old Jewry  
BRATHWAITE, JOHN, Chapel Allerton, Leeds, Marine Store Dealer May 5 Oranswick & Crawford, Leeds  
BORDETT, SARAH, Nottingham, Stone Mason May 1 Kirk, Nottingham  
CAPTAIN, FANNY MARTHA, Blandford, Dorset May 1 Mills & Co, Queen Victoria st  
CHAPMAN, ELIZABETH, Southport, Lancs May 6 Radcliffe-Smith & Co, Liverpool  
COMBS, SARAH, Coleby, Lincs, Miller May 13 Clitherow & Son, Hornsea  
COOK, ELIZA, Lupus st, Pimlico May 16 Howe & Rake, Chancery in  
COOK, RICHARD, Sutton in, Chiswick May 16 Howe & Rake, Chancery in  
COOK, SARAH, Rits rd, Vauxhall Park May 16 Howe & Rake, Chancery in  
COOPER, JANE, Leicester April 28 Freer & Co, Leicester  
COPEMAN, WALTER GEORGE, Lansdowne rd, Clapham, Butcher May 16 Church & Co, Hammersmith  
CORRIE, ELIZA, Sandown, T of W May 1 Case & Roper, Maidstone  
COWIE, WILLIAM CUTBERTSON, Chester, Merchant May 4 Wilson & Cowie, Liverpool  
DICKINSON, JONATHAN, Hartlepool, Horse Dealer May 2 Bell, West Hartlepool  
DRAKE, DENNIS, National Liberal Club, Whitehall May 3 Mills & Co, Old Jewry  
EDWARDS, ELIZA, Cookham, Berks May 1 Stubbbery, Maidenhead  
ESTELLE, ARCADE, Maresfield May 3 Harston & Bennett, Bishopsgate within  
EVANS, EVAN JOHN, Bethesda, Carmarvon April 15 Davies & Jones, Carmarvon  
FURNER, LOUISE, Maida vale May 1 Miles, Theobalds rd  
GAMBLE, JAMES, Witham, Essex, Builder May 15 Blood, Witham, Essex  
GLANVILLE, SILVANUS GORING, Cornhill, Marine Insurance Broker May 1 Redders & Higgs, Mincing ln  
GREVILLE, MARIE ANNE, Milford Haven, Pembroke April 30 Evans & Williams, Havre-d'auwest  
HALL, ALFRED CAMPBELL BLAIR, Pelham cres, South Kensington May 1 Hills & Co, Queen Anne's gate  
HARRISON, HARRIET, Colchester, Staffs May 4 Huntbach, Hanley  
HARRISON, GEORGE, Gt Russell st May 9 Cooper & Sons, Manchester  
HARPER, MARY CHARLOTTE, Streetly, Berks May 8 H & C Collins, Reading  
HART, PETER, George st, Hanover sq May 4 Strong & Co, Gracechurch st  
HEPBURN, JOHN GOTCH, Dartford May 16 Hephburn & Co, Bird in Hand st, Cheapside  
HIBBERT, ANN, Maidenhead May 1 Stubbbery, Maidenhead  
HIGGINS, ELLEN, Fleet, Hants May 31 Foster & Wells, Aldershot  
HUNT, JOSEPH, Halifax May 20 Jubb & Co, Halifax  
HOLL, WILLIAM HAVORTH, KC, Brighton May 29 Dod & Co, Berners st  
HOLLAND, STEPHEN GEORGE, Porchester May 18 Baileys & Co, Berners st  
HOLLETT, JAMES CHRISTOPHER, Birkdale, Southport May 16 Stewart, Clement's inn, Strand  
HOLLINGS, ANNA, Chartham Down, Kent July 15 Deer, High st, Finner  
HUBBARD, REV EDWARD, Folkestone May 2 Quayle & Overy, Arundel st  
JACKSON, EMILIA ANN, Belmont hill, Lee, Kent April 21 Rider, Norfolk st, Strand  
JONES, WILLIAM THOMAS, Carmarvon May 1 Davies & Jones, Carmarvon  
JONES, MARY ELIZABETH, Winchester May 4 Ward, Newcastle upon Tyne  
PERRY, GEORGE, Kingston upon Hull May 14 Hall, Hull  
PHILLIPS, EVAN, Griston, Caron uwch y clawdd, Cardigan, Farmer May 14 Smith & Co, Aberystwyth  
LAVERTY, PATRICK, Whitehaven, Innkeeper April 27 Thompson, Whitehaven  
LEE, JOSEPH JOHN, Antwerp April 30 Stubbard & Co, Leadenhall st  
LELLINGTON, REBECCA ELIZABETH, Leamington Spa, Warwick May 8 Richards, Leamington Spa  
MCKINER, CLARA BERTHA EUGENIA, Belize cres, South Hampstead April 30 Le Brasseur & Oakley, Carey st, Lincoln's inn  
MARLAND, MARTHA, Ashton under Lyne, Lancs May 1 Gibson, Ashton under Lyne  
MARRIS, MARY ANNE, Caistor, Lincs April 24 Waite & Co, Boston  
MARSH, ELLEN SOPHIA, Eltham, Kent April 30 Mowll & Mowll, Canterbury  
MARSHALL, ELIZABETH, Newcastle upon Tyne May 15 Wilkinson & Marshall, Newcastle upon Tyne  
NEWTON, AGNES GRAHAM, Surbiton May 1 Poole & Robinson, Union st, Old Broad st  
PICKERING, WILLIAM, Stapenhill, Burton upon Trent May 5 Lowe & Anden, Burton on Trent  
PLUMMER, JOHN HENRY, Tenynson st, Queen's rd, Battersea May 11 Hanne & Son, Lavender gds, Battersea  
RAE, CHRISTIANA, Old Cavendish st April 31 Gery & Brooks, Old Cavendish st, Cavendish sq  
RINGO, SARAH, Herbert rd, Wimbledon April 14 Williams, Farnleigh rd, Stoke Newington  
RILEY, REV WILLIAM COTTON, Deddington, Oxford June 1 Hearn & Hearn, Buckingham  
RODRIGUES, EMILY, Cheltenham May 15 Earengy, Cheltenham  
SHORT, JOSEPH, Stockton on Tees May 15 Coxwell & Pope, Southampton  
SKINNER, HENRY WILFORD, Skeffington Vale, Leicester, Farmer May 1 Williams, Leicester  
SODER, HANNAH, Leamington April 30 Wright & Co, Leamington  
GODFREY, ELIZA, Leamington April 30 Wright & Co, Leamington  
STANFORD, JAMES LANE, Whitby, Solicitor's Clerk May 13 Buchanan & Sons, Whitby  
TALBOT, JOHN, Wightman rd, Harringay May 15 Hollams & Co, Mincing ln  
TAYLOR, RICHARD HERBERT, Blundellands, nr Liverpool, Cotton Broker April 29 Wigan  
THOMPSON, COL STANFORD RAFFLES, Argyll rd, Kensington May 9 Vesian & Co, Old Jewry  
TIFIN, LIDIA EMILY, Canonbury pk North, Canonbury May 25 Keen & Co, Carter ln  
TUOP, ELIZABETH JANE, Ramsgate May 13 O & K Daniel, Ramsgate  
TOWERS, MARY, Hoylelake, Chester May 5 Killey, Liverpool  
WALLWORK, ELLEN, Whaley Bridge, Chester April 30 Brooks, Stockport  
WEBB, JOHN RICHARD, Abergber, Mon, Brewer May 15 Le Brasseur & Co, Newport  
WILSON, HARRIET, Kingston upon Hull May 6 Rolitt & Sons, Hull  
WOOD, LAURENCE, Bingley, Yorks June 1 Weatherhead & Knowles, Bingley  
WRAY, GEORGE, Leamington, Warwick April 9 Field & Sons, Leamington  
WRIGHT, JOHN, Gt Comp, Godalming May 4 Stubbs, John st, Bedford row



## Bankruptcy Notices.

London Gazette.—TUESDAY, March 31.

### ADJUDICATIONS.

ANDERTON, HARRY, Sheffield, Typewriter Dealer Sheffield  
Pet March 26 Ord March 26  
ARNOLD, FRED GRAVILL CLIFFORD, Clapham, Beds.  
Butcher Bedford Pet March 27 Ord March 27  
BARNES, SAMUEL, Oldbury, Worcester, Miner West Brom-  
wich Pet March 27 Ord March 27  
BAYLIS, JOHN SEABLE, Wroughton, nr Swindon, Dairy-  
man Swindon Pet March 26 Ord March 26  
BROWN, ARTHUR WILLIAM, Langford, Beds, Vegetable  
Salesman Bedford Pet March 25 Ord March 25  
BROWN, JOHN HENRY, Torquay, Dog Fancier Exeter Pet  
March 27 Ord March 27  
COWISH, ROBERT, West End Ln, W Hampstead, Watchmaker  
High Court Pet March 25 Ord March 27  
COWLEY, ENOS, Wroughton, nr Swindon, Builder Swindon  
Pet March 25 Ord March 25  
CROSS, ARTHUR, Dursley, Glos, Baker Gloucester Pet  
March 27 Ord March 27  
DAVIS, DAVID, Hove, Sussex, Baptist Minister Brighton  
Pet Jan 30 Ord March 27  
EDWARDS, THOMAS, Gilfach Goch, Miner Cardiff Pet  
March 27 Ord March 27  
ELLIS, ARTHUR, Linthorpe, Middlesbrough, Builder Mid-  
dlesbrough Pet Feb 29 Ord March 27  
ENRY, WILLIAM MORAY, Dorking Newport Pet Feb 10  
Ord March 24  
FORBES, JAMES, Rhyll, Flint, Fish Restaurant Keeper  
Bangor Pet March 26 Ord March 26  
GAGE, ELIZABETH ANN, Parkhouse st, Camberwell, Laundry  
Proprietress High Court Pet March 23 Ord March 27  
GOTTSBERG, WILLOUGHBY THOMAS, Southend on Sea, Coal  
Merchant Chelmsford Pet Feb 8 Ord March 27  
HARVEY, ALBERT EDWARD, Devonport, Hairdresser  
Plymouth Pet March 27 Ord March 27  
HAWKIN, HERBERT, Uxington, Lancs Salford Pet March  
27 Ord March 27  
HILL, WILLIAM HENRY, Cantlop, Halop, Licensed Victualler  
Shrewsbury Pet March 24 Ord March 28  
HOBBS, FRANK, Scarborough, Brick Manufacturer Scar-  
borough Pet March 26 Ord March 26  
JONES, ADELAIDE RAYMOND, Denbigh, Licensed Victualler  
Wrexham Pet March 26 Ord March 26  
LANGRIS, MARK, Ilppee, Devon, Builder Exeter Pet  
March 27 Ord March 27  
LEE-MITCHELL, ARTHUR WILLIAMS, Clement's inn, Strand  
High Court Pet Feb 12 Ord March 26  
LEPPARD, JOHN WILLIAM, Doughty st, Solicitor's Clerk  
High Court Pet Jan 14 Ord March 25  
LIGHTOWLER, WILLIAM, Brotherton, nr Ferry Bridge, Yorks,  
Ironmonger Wakefield Pet March 26 Ord March 26  
MARCHANT, WILLIAM, Ashton under Lyne, Commission  
Agent Ashton under Lyne Pet March 10 Ord  
March 25  
NARRACOTT, ROBERT EDWARD, Stoke Gabriel, Devon,  
Builder Plymouth Pet March 27 Ord March 27  
NELSON, HERBERT JAMES, Norwich Norwich Pet March 11  
Ord March 25  
NORTINGALE, GEORGE, Lee, Kent, Traveller High Court  
Pet Dec 7 Ord March 25  
NOBLE, HENRY OWEN, Reading, Wholesale Fruiterer  
Reading Pet March 23 Ord March 27  
PARKINSON, JAMES, Haighton Green lane, nr Preston,  
Farmer Preston Pet March 23 Ord March 28  
PAYNE, WILLIAM, Warblington, Sussex, General Smith East-  
bourne Pet March 28 Ord March 28  
POWELL, THOMAS, Ashley Down, Bristol, Licensed Victualler  
Bristol Pet March 23 Ord March 27  
RAINBOW, LAWRENCE CHRISTOPHER, Forester rd, Bay-  
water, Concert Agent High Court Pet Dec 20 Ord  
March 26  
RENDALL, FREDERICK, Sandgate, Kent, Ironmonger  
Canterbury Pet March 10 Ord March 25  
RENNARDS, CHARLES WILLIAM, Whitley Bay, Northumber-  
land, Traveller Newcastle on Tyne Pet March 28  
Ord March 25  
RUDOLF, JOSEPH CARLOS, Stoke Newington rd, Oil and  
Colours High Court Pet March 27 Ord March 27  
SCOTT, ELIZABETH, West Hartlepool, Baker Sunderland  
Pet March 27 Ord March 27  
SPARRS, ALBERT EDWARD, Crowe, Cycle Agent Nantwich  
Pet March 25 Ord March 28  
SPRING, CHARLES, Reading, Tailor Reading Pet March 26  
Ord March 26  
STANDES, WILLIAM, Eastbourne, Baker Eastbourne Pet  
March 26 Ord March 26  
STUART, JAMES, Mellor, Derby, Grocer Ashton under Lyne  
Pet March 25 Ord March 25  
VANDERPUFF, CHARLES LOUIS, Swansea, Clerk Swansea  
Pet March 26 Ord March 24  
WATERS, B VERNY, Euston rd, Hotel Proprietor High  
Court Pet Feb 3 Ord March 26  
WENTHURST, E. P. (Baron), Bishop's Waltham, Hants Ports-  
mouth Pet Feb 26 Ord March 25  
WHITE, THOMAS HENRY, Cinderford, Glos, Engineer  
Gloucester Pet March 25 Ord March 25  
WHITEHEAD, FRED, Leeds, Commission Agent Leeds Pet  
March 25 Ord March 25  
WILLIAMSON, GEORGE WILLIAM, Toft Newton, Lincoln,  
Farmer Lincoln Pet March 27 Ord March 27

London Gazette.—FRIDAY, April 3.

### RECEIVING ORDERS.

ABBOTT, SYDNEY, Chorlton on Medlock, Manchester,  
Engineer Manchester Pet March 30 Ord March 30  
BOWEN, ISAAC, Ireby, Cumberland, Grocer Carlisle Pet  
March 31 Ord March 31  
BOYCE, JAMES ALEXANDER, Leadenhall st, Export Druggist  
High Court Pet March 11 Ord March 31  
BURTON, FREDERICK THOMAS, Rugby, Boot Maker Coventry  
Pet March 27 Ord March 27

CLIFFORD, SAMUEL KESSLER, Aldershot, Coal Merchant  
Guildford Pet March 31 Ord March 31  
COULINS, WILLIAM, Lamb st, Spitalfields, Salesman High  
Court Pet March 31 Ord March 31  
COOK, CHARLES CURTIS, Warrington cres, Maida Hill,  
Licensed Victualler High Court Pet Jan 9 Ord  
March 30  
DART, WALTER, Gt Winchester st High Court Pet Feb  
24 Ord March 31  
DARLSTON, ARTHUR JOSEPH, and WILLIAM EDWARDS,  
Birmingham, Designers Birmingham Pet March 14  
Ord March 30  
DAVIES, GEORGE, Llanbadrach, Glam, Labourer Ponty-  
pridd Pet March 31 Ord March 31  
DAY, RICHARD AARON EDWARD, Brixton rd, Brixton, Estate  
Agent High Court Pet March 5 Ord March 31  
DYER, ALBERT, Blackheath, Blacksmith Greenwich Pet  
March 30 Ord March 30  
ENGLAND, WALTER HENRY, Norwich, Commission Agent  
Norwich Pet April 1 Ord April 1  
EVANS, JOHN, Neath, Glam, Cattle Dealer Neath Pet  
March 31 Ord March 31  
FITZSIMON, PHILLIP, Cheetham, Manchester, Music Hall  
Artist Manchester Pet April 1 Ord April 1  
FLETCHER, GEORGE HENRY, Bedford, Notts, Baker Lincoln  
Pet March 30 Ord March 30  
FLOOD, JOHN, Fulham rd, Medical Practitioner High Court  
Pet March 31 Ord March 31  
FOSTER, MARY ELIZABETH, Marton, nr Blackpool, Con-  
fectioner Preston Pet April 1 Ord April 1  
HAMMOND, LESLIE, Whitstable, Kent, Hotel Manager  
Canterbury Pet March 31 Ord March 31  
HARRIS, RICHARD, Chichester, Boot Maker Brighton  
Pet March 30 Ord March 30  
HARRISON, WILLIAM HENRY, Folkestone, Solicitor Canter-  
bury Pet March 31 Ord March 31  
JONES, GEORGE HINTON, Aylesbury, Hereford, Labourer  
Leominster Pet March 30 Ord March 30  
JONES, HARRY DONOHUE, Gt Crosby, Lancs, Commission  
Agent Liverpool Pet Feb 27 Ord March 31  
KEBBISON, EDWARD REGINALD CAIRN, Walsham the Willows,  
Suffolk, Builder Bury St Edmunds Pet April 1  
Ord April 1  
KNOWLES, ARTHUR, Featherstone, Yorks, Picture Frame  
Maker Wakefield Pet April 1 Ord April 1  
MASON, ARTHUR WILLIAM WARD, Kingston upon Hull,  
Mariner Kingston upon Hull Pet April 1 Ord  
April 1  
MATTHEW, JOSEPH FURNELL, and MARY ANN MATTHEW,  
Shrewsbury, Salop, Bakers Shrewsbury Pet March 31  
Ord March 31  
METCALF, JOHN MASON, Newcastle on Tyne, Chemist  
Newcastle on Tyne Pet April 1 Ord April 1  
MILLS, JOHN ALBERT, Hawksworth, Yorks, Cattle Sales-  
man Leeds Pet April 1 Ord April 1  
PARKER, FRANK JAMES, and RICHARD HARRY PARKER,  
Derby, Painters Derby Pet March 23 Ord March 23  
ROSWANER, HARRY, Sheffield, Baker Sheffield Pet March  
31 Ord March 31  
ROWLANDS, JOHN HENRY, Treorky, Glam, Colliery Labourer  
Pontypridd Pet March 30 Ord March 30  
ROSELL, HENRY, King Somborne, Hants, Baker South-  
ampton Pet March 30 Ord March 30  
RYAN, PATRICK, Wigan Wigan Pet March 30 Ord  
March 30  
SINCLAIR, JOHN RICHARD WILLIAM, and GUSTAV ADOLF  
ENTROP, Falcon av, Falcon sq, Agents High Court  
Pet April 1 Ord April 1  
SINCLAIR, ROBERT RUSSELL, Brentwood, Essex, Saddler  
Chelmsford Pet March 31 Ord March 31  
TAYLOR, MAUD LUCIA, Seaford, Sussex, School Matron  
Leam Pet April 1 Ord April 1  
TURNBERRY, JAMES BIRDELL, Leeds, Engineman Leeds  
Pet March 30 Ord March 30  
WALKER, WILLIAM, Southwam, Halifax, Farmer Halifax  
Pet April 1 Ord April 1  
WALTERS, GORDON REYNOLD, Marke by the Sea, Yorks  
Middlesbrough Pet March 30 Ord March 30  
WERN, JOSEPH EDWARD, Luton, Bedford, Sausage Manu-  
facturer Luton Pet March 31 Ord March 31  
WEIR, ALEXANDER CLARK ALEXANDER GROVE, North Finchley  
Bangor Pet March 9 Ord March 31  
WILCOCK, ERNEST JOHN, Worcester, Printer Worcester  
Pet April 1 Ord April 1  
WILLIAMS, JOHN, Ludgvan, Cornwall, Vegetable Hawker  
Truro Pet March 31 Ord March 31  
WILLIS, HERBERT DANIEL, Lenington, Warwick, Agent  
Birmingham Pet March 17 Ord April 1  
WILSON, HENRY BINGHAM, Sale, Chester, Commercial  
Traveller Manchester Pet Feb 21 Ord March 25  
WORDSWORTH, JOSEPH NELSTROP, Pontefract, Yorks,  
Liquorice Refiner Wakefield Pet March 28 Ord  
March 28  
WRIGHT, RADFORD GRACELEIGH ELLIS, Alresford, South-  
ampton Winchester Pet March 25 Ord March 25

### FIRST MEETINGS.

AMITAGE, HENRY MARTIN, Winsford, Cheshire, Brewer  
April 13 at 12 Off Rec, King st, Newcastle, Staffs.  
BAKER, SAMUEL, Langley, Oldbury, Worcester, Miner  
April 14 at 11.30 191, Corporation st, Birmingham  
BEACH, CHARLES, Whetton pk, Hounslow, Builder April  
15 at 12 14, Bedford row  
BROWN, JOHN HENRY, Torquay, Dog Fancier April 14 at  
12 Off Rec, 9, Bedford circus, Exeter  
BUTCH, JAMES ALEXANDER, Leadenhall st, Export Druggist  
April 14 at 11 Bankruptcy bldg, Carey st  
BURTON, FREDERICK THOMAS, Rugby, Boot Maker April 13  
at 11 Off Rec, 8, High st, Coventry  
CARTER, CHARLES GEORGE, Newtown, Montgomery, Dairy  
Proprietor April 15 at 10.30 1, High st, Newtown  
CARTER, WILLIAM, East Grinstead, Chemist April 13 at 11  
Clarendon Hotel, Broadway, Tunbridge Wells  
COLLIER, WILLIAM LAMB st, Spitalfields, Salesman April  
14 at 11 Bankruptcy bldg, Carey st  
COOK, CHARLES CURTIS, Warrington cres, Maida Hill,  
Licensed Victualler April 13 at 11 Bankruptcy bldg,  
Carey st

CROOK, GEORGE HENRY, Chorlton on Medlock, Manchester,  
Builder April 13 at 3 Off Rec, Byrom st, Manchester  
CROSS, ARTHUR, Dursley, Glos, Baker April 11 at 3 Off  
Rec, Station rd, Gloucester  
DARBY, WALTER, Gt Winchester st April 13 at 12 Bank-  
ruptcy bldg, Carey st  
DAVIES, GEORGE, Llanbadrach, Glamorgan, Labourer  
April 14 at 3.30 Off Rec, Post Office chmbrs, Ponty-  
pridd  
DAY, RICHARD AARON EDWARD, Brixton rd, Brixton, Estate  
Agent April 13 at 11 Bankruptcy bldg, Carey st  
DYER, ALBERT, Blackheath, Kent, Blacksmith April 13 at  
11.30 122, York rd, Westminster Bridge  
EDWARDS, THOMAS, Gilfach Goch, Miner April 14 at 12  
Off Rec, 117, St Mary st, Cardiff  
FLETCHER, GEORGE HENRY, Bedford, Notts, Baker April 14  
at 12.30 Off Rec, 31, Silver st, Lincoln  
FLOOD, JOHN, Fulham rd, Medical Practitioner April 13 at  
11 Bankruptcy bldg, Carey st  
GILDER, CHARLES, jun, Liverpool, Poulterer April 13 at  
2.30 Off Rec, 33, Victoria st, Liverpool  
HALE, EDWARD, Gloucester, Grocer April 11 at 4 Off Rec,  
Station rd, Gloucester  
HALL, WILLIAM JOSHUA, Kingsway bldg, Twickenham,  
Fancy Goods Dealer April 12 at 3 14, Bedford row  
HARRISON, WILLIAM HENRY, Folkestone, Solicitor April  
11 at 11.30 Off Rec, 68A, Castle st, Canterbury  
HARVEY, ALBERT EDWARD, Devonport, Hairdresser April  
15 at 12 7, Buckland terrace, Plymouth  
LADD, LUCY, Devonport, Costumier April 13 at 3.30 7,  
Buckland terrace, Plymouth  
LARK, GEORGE, Liverpool, Licensed Victualler April 11 at  
11 Off Rec, Byrom st, Manchester  
LANGRIS, MARK, Ilppee, Devon, Builder April 14 at 12  
Off Rec, 9, Bedford circus, Exeter  
LAW, GUY WILLIAM SCHINGROBE, Gt Chesterfield, Essex,  
Market Gardener April 11 at 12 Off Rec, 3, Petty  
Cury, Cambridge  
LAYFIELD, THOMAS HANNAH, Burnley, Leather Dealer  
April 11 at 11 Off Rec, 13, Wincley st, Preston  
LONG, FREDERICK JAMES TOWELL, Dover, Chemist April  
11 at 10.30 Off Rec, 68A, Castle st, Canterbury  
LOVESEY, JAMES, Upper Shelton, Marston, Beds April 11  
at 12.15 Off Rec, Bridge st, Northampton  
MATTHEW, JOSEPH FURNELL, and MARY ANN MATTHEW,  
Shrewsbury, Bakers April 11 at 11 Law Society's  
Rooms, College hill, Shrewsbury  
MAT, FRED RICHARD, 58 Lawrence, Ramsgate, Florist  
April 11 at 10 Off Rec, 68A, Castle st, Canterbury  
METCALF, JOHN MASON, Newcastle on Tyne, Chemist  
April 11 at 11.30 Off Rec, 30, Mosley st, Newcastle on  
Tyne  
PARKINSON, JAMES, Haighton Green Ln, nr Preston, Farmer  
April 11 at 11.15 Off Rec, 13, Wincley st, Preston  
PAYNE, WILLIAM, Rushlake Green, Warblington, Sussex,  
General Smith April 13 at 12 Off Rec, 4, Pavilion  
bldg, Brighton  
RENNARDS, CHARLES WILLIAM, Whitley Bay, Northumber-  
land, Traveller April 11 at 11 Off Rec, 30, Mosley st,  
Newcastle on Tyne  
ROWLANDS, JOHN HENRY, Treorky, Glam, Colliery Labourer  
April 14 at 3 Off Rec, Post Office chmbrs, Pontypridd  
RUBIN, HENRY, King Somborne, Hants, Baker April 14  
at 11.30 Off Rec, Midland Bank chmbrs, Southampton  
RYAN, PATRICK, Wigan, Lancs April 13 at 9, Exchange  
st, Bolton  
SHARMAN, THOMAS ARTHUR, Scott's Green, Dudley,  
Worcester, Turf Adviser April 14 at 10 Off Rec,  
190, Wolverhampton st, Dudley  
SHARMAN, THOMAS, Enfield, Stationer April 14 at 12  
14, Bedford row  
SINCLAIR, JOHN RICHARD WILLIAM, and GUSTAV ADOLF  
ENTROP, Falcon av, Falcon sq, Ladies' Belt Manu-  
facturers April 13 at 12 Bankruptcy bldg, Carey st  
STANLEY, WILLIAM, Old Town, Eastbourne, Baker April  
13 at 12.30 Off Rec, 4, Pavilion bldg, Brighton  
STONE, HARRIETT, Sandgate, Kent, Boot Dealer April 11  
at 2.30 Off Rec, 68A, Castle st, Canterbury  
TURNBERRY, JAMES BIRDELL, Leeds, Engineman April 13  
at 11 Off Rec, 24, Bond st, Leeds  
VALLIS, SAM, and HARRY VALLIS, Slough, Bucks, Hotel  
Keepers April 13 at 12 Royal Hotel, Slough  
VANDERPUFF, CHARLES LOUIS, Swansea, Clerk April 11 at  
11 Off Rec, 31, Alexandra rd, Swansea  
WHITE, THOMAS HENRY, Cinderford, Glos, Sanitary En-  
gineer April 11 at 12 Off Rec, Station rd, Gloucester  
WILLIAMSON, GEORGE WILLIAM, Toft Newton, Lincoln, Farmer  
April 14 at 12 Off Rec, 31, Silver st, Lincoln  
WORDSWORTH, JOSEPH NELSTROP, Pontefract, Yorks,  
Liquorice Refiner April 13 at 11 Green Dragon Hotel,  
Corn Market, Pontefract  
WRIGHT, RADFORD GRACELEIGH ELLIS, Alresford, South-  
ampton April 13 at 2 Messrs Godwin & Co, 24  
Thomas st, Winchester

### ADJUDICATIONS.

ABBOTT, SYDNEY, Chorlton on Medlock, Manchester,  
Engineer Manchester Pet March 30 Ord March 30  
BOWEN, ISAAC, Ireby, Cumberland, Grocer Carlisle Pet  
March 31 Ord March 31  
BURTON, FREDERICK THOMAS, Rugby, Warwick, Boot  
Maker Coventry Pet March 27 Ord March 27  
CARTER, CHARLES GEORGE, Newtown, Montgomery, Dairy  
Proprietor Newtown Pet March 25 Ord March 30  
CROOK, GEORGE HENRY, Chorlton on Medlock, Manchester,  
Builder Manchester Pet Feb 27 Ord April 1  
DAVIES, GEORGE, Llanbadrach, Glam, Labourer Ponty-  
pridd Pet March 31 Ord March 31  
DYER, ALBERT, Blackheath, Blacksmith Greenwich Pet  
March 30 Ord March 30  
EDWARDS, EMILY ROSINA, Egremont, Chester Liverpool  
Pet Feb 3 Ord March 30  
ENGLAND, WALTER HENRY, Norwich, Commission Agent  
Norwich Pet April 1 Ord April 1  
EVANS, JOHN, Neath, Cattle Dealer Neath Pet March 31  
Ord March 31

FITZSIMON, PHILLIP, Chestham, Manchester, Music Hall Artistes Manchester Pet April 1 Ord April 1  
 FLETCHER, GEORGE HENRY, Retford, Notts, Baker Lincoln Pet March 30 Ord March 30  
 FLOOD, JOHN, Fulham rd, Medical Practitioner High Court Pet March 31 Ord March 31  
 FOSTER, MARY ELIZABETH, Marston, nr Blackpool, Confectioner Preston Pet April 1 Ord April 1  
 GLADWIN, SAMUEL NEWTON, Pontefract, Confectioner Wakefield Pet Feb 23 Ord April 1  
 HARRIS, RICHARD, Chichester, Boot Maker Brighton Pet March 30 Ord March 30  
 HARRISON, WILLIAM HENRY, Folkestone, Solicitor Canterbury Pet March 31 Ord March 31  
 JONES, GEORGE HINTON, Aymestrey, Hereford, Labourer Loomister Pet March 30 Ord March 30  
 KERRISON, EDWARD REGINALD CAIRN, Walsham le Willows, Suffolk, Builder Bury St. Edmunds Pet April 1 Ord April 1  
 KNOWLES, ARTHUR, Featherstone, Yorks, Picture Frame Maker Wakefield Pet April 1 Ord April 1  
 LEVIN, CHARLES LUDWIG, Cophall av, Stockbroker High Court Pet March 4 Ord March 30  
 LOVRETT, JAMES, Upper Shelton, Marston, Beds Bedford Pet March 19 Ord March 30  
 MASON, ARTHUR WILLIAM WARD, Kingston upon Hull, Mariner Kingston upon Hull Pet April 1 Ord April 1  
 MATTHIAS, JOSEPH PURNELL, and MARY ANN MATTHIAS, Shrewsbury, Bakers Shrewsbury Pet March 31 Ord March 31  
 MILLS, JOHN ALBERT, Hackworth, Yorks, Cattle Salesman Leeds Pet April 1 Ord April 1  
 NORRIS, WILLIAM, Holland pk av, Kensington, Organ Builder High Court Pet March 23 Ord March 30  
 PARKER, FRANCIS JOHN, and RICHARD HARRY PARKER, Derby, Painters Derby Pet March 29 Ord March 28  
 ROSEWATER, HARRY, Sheffield, Baker Sheffield Pet March 31 Ord March 31  
 ROWLANDS, JOHN HENRY, Treorky, Glam, Colliery Labourer Pontypridd Pet March 30 Ord March 30  
 RUSSELL, HENRY, King Somborne, Hants, Baker Southampton Pet March 30 Ord March 30  
 RYAN, PATRICK, Wigan Wigan Pet March 30 Ord March 30  
 SHARMAN, THOMAS ARTHUR, Scott's Green, Dudley, Worcester, Turf Adviser Dudley Pet March 4 Ord March 4  
 SHARMAN, THOMAS, Enfield, Stationer Edmonton Pet Feb 26 Ord March 28  
 SINGLAI, JOHN RICHARD WILLIAM, and GUSTAV ADOLF EYNDOR, Falcon av, Folkestone, Ladies' Belt Manufacturers High Court Pet April 1 Ord April 1  
 SINGLAI, ROBERT RUSSELL, Brentwood, Essex, Saddler Chelmsford Pet March 31 Ord March 31  
 TURPENT, JAMES BIRDSELL, Leeds, Engineer Leeds Pet March 30 Ord March 30  
 VENABLE, EDWARD FREDERICK, Lansdowne, Bath High Court Pet Dec 6 Ord March 30  
 WALKER, WILLIAM, Cromwell Bottom Farm, Southwam, Halifax, Farmer Halifax Pet April 1 Ord April 1  
 WALTERS, GORDON RETHOLD, Manke by the Sea, Yorks, Middlebrough Pet March 30 Ord March 30  
 WELCH, ERNEST JOHN, Worcester, Printer Worcester Pet April 1 Ord April 1  
 WILLIAMS, JOHN, Ladgvan, Cornwall, Vegetable Hawker Truro Pet March 31 Ord March 31  
 WORDSWORTH, JOSEPH NELSOT, Pontefract, Yorks, Liquorice Refiner Wakefield Pet March 28 Ord March 28

London Gazette.—TUESDAY, April 7.

#### RECEIVING ORDERS.

ARGUE, THOMAS FREDERICK, Blackpool, Joiner Preston Pet April 2 Ord April 2  
 BERRY, CHARLOTTE MARY, Bradford, Grocer Bradford Pet April 2 Ord April 2  
 CLAYTON, ISAIAH, and JAMES CLAYTON, Boyton, Lancs, Cotton Manufacturers Oldham Pet April 3 Ord April 3  
 COATES, THOMAS, Dunston, Durham, Shot Frier Newcastle on Tyne Pet April 3 Ord April 3  
 DAWSON, THOMAS, Bolton, Builder Bolton Pet April 3 Ord April 3  
 DOVE, WALTER, Bedford, Baker Bedford Pet March 31 Ord April 2

FAIRIS, THOMAS T., Marston Hall, Northwich, Cheshire, Bank Clerk Crewe Pet March 12 Ord April 3  
 FAWCETT, JAMES, Coventry, Commission Agent Coventry Pet April 2 Ord April 2  
 FLEMING, ROBERT, Mitre st, Aldgate, Builder High Court Pet March 16 Ord April 3  
 GOWING, GEORGE, Weeton, Lancs, Licensed Victualler Preston Pet April 4 Ord April 4  
 GREENBLADE, CHARLES, Yetminster, Dorset, Saddler Yeovil Pet April 2 Ord April 2  
 HARRIS, FREDERICK WILLIAM, Chilworth, Holesworthy, Devon, Horse Dealer Barnstaple Pet April 2 Ord April 2  
 HARRIS, JOHN, Atherton, Lancs, Colliery Fireman Bolton Pet April 4 Ord April 4  
 HARROP, GEORGE WILLIAM, Hackmondwike, Yorks, Rag Merchant Dewsbury Pet April 4 Ord April 4  
 HAYES, ALFRED JAMES, Hawley, Hants, Builder Portsmouth Pet March 31 Ord March 31  
 HOORWITZ, M., Manchester, Mon, Draper Newport, Pet Feb 14 Ord April 3  
 HORNBY, JOHN ALFRED, Leeds Leeds Pet April 1 Ord April 1  
 JONES, THOMAS, Gilfach, Bargoed, Fireman Merthyr Tydfil Pet April 2 Ord April 2  
 KEELEY, WILLIAM, and FREDERICK JOHN BROS, Gloucester, Builders Gloucester Pet April 3 Ord April 3  
 KEYS, HARRY, Thornton Heath, Civil Servant Croydon Pet April 3 Ord April 3  
 KIRTON, WILLIAM HENRY, Paignton, Labourer Plymouth Pet April 4 Ord April 4  
 KOBINITZER BROTHERS, Hatton gds, Diamond Brokers High Court Pet Feb 19 Ord April 1  
 LEACH, JOSEPH, and HARRY GIBSON MOORE, Leeds, Printers Leeds Pet April 2 Ord April 2  
 LEE, JOHN, Yeadoon, Yorks, General Dealer Leeds Pet April 2 Ord April 1  
 LEWIS, WILLIAM, Tregain, Anglesey, Farmer Bangor Pet April 1 Ord April 1  
 MOFFETT, WILLIAM BURN, Ashington, Northumberland, Plumber Newcastle on Tyne Pet April 4 Ord April 4  
 NORRIS, JOHN, Whitehall Park gds, Chiswick, Builder Brentford Pet April 3 Ord April 3  
 NORTON, JOSEPH WILLIAM, Ramsgate, Licensed Victualler Canterbury Pet April 3 Ord April 3  
 PARKER, ALFRED, Preston, Confectioner Preston Pet March 22 Ord April 8  
 PEARCE, G W, Babington rd, Streatham, Builder Wandsworth Pet March 14 Ord April 2  
 PEARCE, HENRY, Tankerton on Sea, Kent Canterbury Pet March 17 Ord April 4  
 PEARCE, MATTHEW, Wyeside, Moomouth, Oil Dealer Newport, Mon Pet April 3 Ord April 3  
 PLYMAN, FRANK GERRARD, Dingley rd, City rd, Upholsterer's Trimming Manufacturer High Court Pet April 6 Ord April 6  
 PRINCE, WILLIAM, Peckham, Family Miller High Court Pet April 2 Ord April 2  
 QUILTER, FREDERICK RUSSELL, Madeley rd, Ealing, Breakfast Pet Feb 11 Ord April 3  
 ROSE, ARTHUR, Upper Chapman st, St George's in the East High Court Pet March 11 Ord April 2  
 ROWE, MARTIN FREDERICK, Wood Green, Builders' Merchant Edmonton Pet April 3 Ord April 3  
 ROWLANDS, JOHN, Machynlleth, Montgomery, Solicitor Aberystwyth Pet April 2 Ord April 2  
 ROWLANDS, THOMAS, Laugharne, Carmarthen, Licensed Victualler Carmarthen Pet April 1 Ord April 1  
 SENIOR, EDWARD, Hattogate, Greengrocer York Pet April 3 Ord April 2  
 STANCLIFF, EDWIN ATKINSON, Leeds, Commercial Traveller Leeds Pet April 3 Ord April 3  
 TYAS, WILLIAM, Leeds, Printer Leeds Pet April 3 Ord April 3  
 VINCENT, JAMES, Eastbourne, General Smith Eastbourne Pet March 29 Ord April 3  
 WARING, LEONARD WILLIAM, Lincoln, Jeweller Lincoln Pet April 2 Ord April 2  
 WARREN, CHARLES HENRY, Dutton, Lancs, Hatter Ashton under Lyne Pet April 1 Ord April 1  
 WEEKS, ARTHUR, and HENRY WEEKS, Burrowgate, Fenrith, Cumberland, Grocers Carlisle Pet March 12 Ord April 2

WILKINS, JAMES, Loughborough, Stone Mason Leicester Pet April 2 Ord April 2  
 WORTMAN, MARK, Brixton rd, Brixton, Tailor High Court Pet March 17 Ord April 2  
 Amended notice substituted for that published in the London Gazette of March 31:

LITTLE, GEORGE THEODORE VALERIAN, Shercliffs, Kent High Court Pet Jan 6 Ord March 37

#### FIRST MEETINGS.

ABBOTT, SYDNEY, Chelton on Medlock, Manchester, Engineer April 16 at 3.30 Off Rec, Byrom st, Manchester  
 ANDERSON, HARRY, Sheffield, Typewriter Dealer April 16 at 12 Off Rec, Figue in, Sheffield  
 ARBOLD, FARGY GRANVILLE CLIFFORD, Clapham, Beds, Butcher April 16 at 11.30 Off Rec, 32, Bridge st, Northampton  
 BERRY, CHARLOTTE MARY, Bradford, Grocer April 16 at 11 Off Rec, 12, Duke st, Bradford  
 BROWN, ARTHUR WILLIAM, Langford, Beds, Vegetable Salesman April 16 at 12 Off Rec, 32, Bridge st, Northampton  
 CHAPLIN, HENRY SLATER, Newark, Notts, Timber Merchant April 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 CLIFFORD, SAMUEL KESSIE, Aldershot, Cam Merchant April 15 at 11.30 132, York rd, Westminster Bridge  
 COATES, THOMAS, Dunston, Durham, Shot Frier April 16 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 CULLENBINE, JAMES, Rotherham, Yorks, Grocer April 16 at 12.30 Off Rec, Figue in, Sheffield  
 ENGLAND, WALTER HENRY, Norwich, Commission Agent April 15 at 3 Off Rec, 8, Kings st, Norwich  
 EVANS, JOHN, Neath, Glam, Cattle Dealer April 15 at 11 Off Rec, 31, Alexandra rd, Swansea  
 FITZSIMON, PHILLIP, Chestham, Manchester, Music Hall Artistes April 15 at 2.30 Off Rec, Byrom st, Manchester  
 FLEMING, ROBERT, Mitre st, Aldgate, Builder April 16 at 12 Bankruptcy bldgs, Carey st  
 FOSTER, MARY ELIZABETH, Marston, nr Blackpool, Confectioner April 15 at 11 Off Rec, 15, Winchley st, Preston  
 HAMMOND, LEO, Whitestable, Kent, Hotel Manager April 15 at 10.45 Off Rec, 68A, Castle st, Canterbury  
 HAYES, ALFRED JAMES, Hawley, Hants, Builder April 15 at 12 Off Rec, Cambridge junc, High st, Portsmouth  
 HORNBY, JOHN ALFRED, Leeds April 15 at 11.30 Off Rec, 24, Bond st, Leeds  
 JONES, ADELAIDE RAYMOND, Denbigh, Licensed Victualler April 15 at 12.30 Crypt chmbrs, Eastgate row, Chester  
 JONES, EDWARD CHRISTMAS, Tremadoc, Carnarvon, Shopkeeper April 15 at 12 Crypt chmbrs, Eastgate row, Chester  
 JONES, HARRY DOBSON, Great Crosby, Lancs, Commission Agent April 15 at 11 Off Rec, 35, Victoria st, Liverpool  
 JONES, THOMAS, Gilfach, Bargoed, Glam, Fireman April 22 at 10.30 Off Rec, County Court, Townhall, Merthyr Tydfil  
 KERRISON, EDWARD REGINALD CAIRN, Walsham le Willows, Suffolk, Builder April 21 at 12.15 Off Rec, 36, Prince st, Ipswich  
 KEYS, HARRY, Richmond rd, Thornton Heath, Civil Servant April 16 at 12 132, York rd, Westminster Bridge  
 KNOWLES, ARTHUR, Featherstone, Yorks, Picture Frame Maker April 15 at 11 Off Rec, 6, Bond ter, Wakefield  
 KOBINITZER BROTHERS, Hatton gds, Diamond Brokers April 15 at 12 Bankruptcy bldgs, Carey st  
 LEACH, JOSEPH, and HARRY GIBSON MOORE, Leeds, Printers April 16 at 12 Off Rec, 24, Bond st, Leeds  
 LEE, JOHN, Yeadoon, Yorks, General Dealer April 15 at 11 Off Rec, 34, Bond st, Leeds  
 MASON, ARTHUR WILLIAM WARD, Kingston upon Hull, Mariner April 15 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 MILLS, JOHN ALBERT, Hawksworth, Yorks, Cattle Salesman April 15 at 11 Off Rec, 24, Bond st, Leeds  
 NORRIS, JOHN, Whitehall Park gds, Chiswick, Builder April 16 at 12 14, Bedford row  
 NORTON, JOSEPH WILLIAM, Ramsgate, Licensed Victualler April 15 at 11.15 Off Rec, 68A, Castle st, Canterbury  
 PEARCE, G W, Streatham, Builder April 16 at 11.30 132, York rd, Westminster Bridge

## THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.



**PITMAN, FRANK GERRARD**, Dingley rd, City rd, Upholsterer's Trimming Manufacturer April 15 at 2.30 Bankruptcy bldg, Carey at  
**PISCO, WILLIAM**, Diamond st, Peckham, Family Miller April 15 at 11 Bankruptcy bldg, Carey at  
**ROSE, ARTHUR**, Upper Chapman st, St George's in the East April 15 at 12 Bankruptcy bldg, Carey at  
**ROWLANDS, JOHN**, Macchynleth, Montgomery, Solicitor April 15 at 11 Townhall, Aberystwyth  
**SCOTT, ELIZABETH**, West Hartlepool, Baker April 15 at 11 Off Rec, 3, Manor pl, Sunderland  
**SENIOR, EDWARD**, Hartgate, Greenroose April 15 at 3 Off Rec, The Red House, Dumcombe pl, York  
**STANCLIFF, EDWIN ATKINSON**, Leeds, Commercial Traveller April 15 at 11.30 Off Rec, 24, Bond st, Leeds  
**TAYLOR, MAUD LUCIA**, Seaford, Sussex, School Matron April 15 at 12 Off Rec, 4, Pavilion bldg, Brighton  
**TRAY, WILLIAM**, Leeds, Printer April 15 at 11 Off Rec, 24, Bond st, Leeds  
**WALKER, WILLIAM**, Bottom Farm, Southwark, Halifax Farmer April 15 at 10.45 County Court house, Fawcett st, Halifax  
**WALTERS, GORDON REYNOLD**, Marks by the Sea, Yorks, April 15 at 12.30 Off Rec, 8, Albert rd, Middlesbrough  
**WARRING, LORWARD WILLIAM**, Lincoln, Jeweller April 15 at 12 Off Rec, 31, Silver st, Lincoln  
**WILKINS, JAMES**, Loughborough, Leicester, Stone Mason April 15 at 12 Off Rec, 1, Berridge st, Leicester  
**WILLIAMS, JOHN**, Ludgvan, Cornwall, Vegetable Hawker April 16 at 12 Off Rec, Roseawen st, Truro  
**WORTHMAN, MARK**, Brixton, Tailor April 16 at 12 Bankruptcy bldg, Carey at

#### ADJUDICATIONS.

**AROLD, THOMAS FREDERICK**, Blackpool, Builder Preston Pet April 3 Ord April 2  
**BERRY, CHARLOTTE MARY**, Bradford, Grocer Bradford Pet April 2 Ord April 2  
**CLATTON, ISAIAH**, and **JAMES CLATTON**, Boyton, Lanes, Cotton Manufacturers Oldham Pet April 3 Ord April 3  
**COATES, THOMAS**, Dunston, Durham, Shot Fitter Newcastle on Tyne Pet April 3 Ord April 3  
**DAWSON, THOMAS**, Bolton, Builder Bolton Pet April 3 Ord April 3  
**FAWCKETT, JAMES**, Coventry, Bedding Manufacturer Coventry Pet April 2 Ord April 2  
**GOWING, GEORGE**, Weston, Lanes, Licensed Victualler Preston Pet April 4 Ord April 4  
**GREENSLADE, CHARLES**, Yetminster, Dorset, Saddler Yeovil Pet April 2 Ord April 2  
**GRIFFITHS, JAMES EDWIN**, 55 Francis, Bristol, Cabinet Maker Bristol Pet March 25 Ord April 3  
**HARRIS, FREDERICK WILLIAM**, Chilworth, Hants, Holworthy, Devon, Horse Dealer Barnstaple Pet April 2 Ord April 2  
**HARRIS, JOHN**, Atherton, Lanes, Colliery Fireman Bolton Pet April 4 Ord April 4  
**HARROB, GEORGE WILLIAM**, Heckmondwike, Yorks, Rag Merchant Dewsbury Pet April 4 Ord April 4  
**HAYES, ALFRED JAMES**, Hawley, Hants, Builder Portsmouth Pet March 31 Ord March 31  
**HOLBROW, ISABEL**, Farnborough, Southampton Guildford Pet April 3 Ord Jan 18  
**HORNSEY, JOHN ALFRED**, Leeds Leeds Pet April 1 Ord April 1  
**JONES, THOMAS GILFACH**, Bargoed, Glam, Fireman Merthyr Tydfil Pet April 2 Ord April 2  
**KEELER, WILLIAM**, and **FREDERICK JOHN BROS**, Drybrook, Glas, Builders Gloucester Pet April 3 Ord April 2  
**KING, GEORGE THOMAS**, Winslow, Baker Banbury Pet Feb 22 Ord March 21  
**KINTON, WILLIAM HENRY**, Paignton, Labourer Plymouth Pet April 4 Ord April 4  
**LEACH, JOSEPH**, and **HARRY GIBSON MOORE**, Leeds, Printers Leeds Pet April 2 Ord April 2  
**LEATHER, CHARLES JAMES**, Portsmouth, Contractor Portsmouth Pet Feb 21 Ord April 2  
**LEE, JOHN**, Yeasdon, Yorks, General Dealer Leeds Pet April 2 Ord April 2  
**LEWIS, WILLIAM**, Tregain, Anglesey, Farmer Bangor Pet April 1 Ord April 1  
**METCALFE, JOHN MARION**, Newcastle on Tyne, Chemist Newcastle on Tyne Pet April 1 Ord April 1  
**MOFFETT, WILLIAM BURN**, Askeaton, Northumberland, Plumber Newcastle on Tyne Pet April 4 Ord April 4  
**MOORE, JOHN**, Whitehall Park grdns, Chiswick, Builder Brentford Pet April 3 Ord April 3  
**NORTON, JOSEPH WILLIAM**, Ramsgate, Licensed Victualler Canterbury Pet April 3 Ord April 3  
**FRANK, MATTHEW**, Wysside, Mon, Oil Dealer Newport, Mon. Pet April 3 Ord April 3  
**PICKIN, EDWARD**, Upper Baker st, Marylebone rd, Confectioner High Court Pet Jan 8 Ord April 3  
**PISCO, WILLIAM**, Diamond st, Peckham, Family Miller High Court Pet April 2 Ord April 2  
**QUARTLEY, SHALWYN WARRER**, Walm in, Cricklewood, Doctor High Court Pet Feb 3 Ord April 3  
**BOW, MARTIN FREDERICK**, Wood Green, Builders' Merchant Edmonton Pet April 3 Ord April 3  
**ROWLANDS, THOMAS**, Loughborough, Greenroose, Licensed Victualler Carmarthen Pet April 1 Ord April 1  
**SCOTT, JOHN HENRY**, Sunbury Kingston, Surrey Pet April 4, 1907 Ord April 1  
**STANCLIFF, EDWIN ATKINSON**, Beeston Hill, Leeds, Commercial Traveller Leeds Pet April 3 Ord April 3  
**SENIOR, EDWARD**, Hartgate, Greenroose York Pet April 3 Ord April 2  
**STROGALL, WILLIAM FREDERICK**, Cambridge rd, Mile End, Cartman High Court Pet Feb 26 Ord April 2  
**STONE, HARRIETT**, Sandgate, Kent, Boot Dealer Canterbury Pet March 11 Ord April 3  
**TAYLOR, MAUD LUCIA**, Seaford, Sussex, School Matron Lewes Pet April 1 Ord April 3  
**TODDMAN, FREDERICK STANLEY**, Ipswich, Solicitor Ipswich Pet Feb 6 Ord April 3  
**TRAY, WILLIAM**, Leeds, Printer Leeds Pet April 3 Ord April 3  
**WARRING, LORWARD WILLIAM**, Lincoln, Jeweller Lincoln Pet April 2 Ord April 2

**WARREN, CHARLES HENRY**, Denton, Lanes, Hatter Ashton under Lyne Pet April 1 Ord April 1  
**WEBB, JOSEPH**, Rowlands, Luton, Sausage Manufacturer Luton Pet March 21 Ord April 4  
**WEBB, ALEXANDER CLARK**, Hartgate Bangor Pet March 9 Ord April 3  
**WILKINS, JAMES**, Loughborough, Leicester, Stone Mason Leicester Pet April 2 Ord April 2

Amended notice substituted for that published in the London Gazette of March 27:

**NEVILL, JOHN WILLIAM**, King's Heath, Worcester, Baker Birmingham Pet March 24 Ord March 24

#### ADJUDICATION ANNULLLED.

**URTHANK, RALPH ARTHUR**, Lowestoft, Dairyman Ot Yarmouth Adjud April 2, 1907 Annual April 2, 1908

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